

CITY OF LA CRESCENT

AGENDA

REGULAR MEETING

OCTOBER 25, 2021

5:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ACTION TO CHANGE AGENDA

1. CONSENT AGENDA

All items listed under the consent agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- 1.1 MINUTES – OCTOBER 11, 2021
- 1.2 BILLS PAYABLE THROUGH OCTOBER 21, 2021
- 1.3 CASH BALANCE/ACTIVITY REPORT – SEPTEMBER 2021
- 1.4 LIBRARY REPORT – SEPTEMBER 2021

2. PUBLIC HEARING

3. ITEMS FOR CONSIDERATION

- 3.1 SMALL CITIES GRANT PROJECT DOCUMENTS
- 3.2 PLANNING COMMISSION MINUTES – 10/5/2021
- 3.3 SOLAR READY HOME CERTIFICATION
- 3.4 PERSONNEL COMMITTEE RECOMMENDATIONS
- 3.5 2021 FALL CITY NEWSLETTER
- 3.6
- 3.7
- 3.8
- 3.9

4. UNFINISHED BUSINESS

- 4.1

CITY OF LA CRESCENT

**AGENDA
REGULAR MEETING
OCTOBER 25, 2021
5:30 P.M.**

5. MAYOR'S COMMENTS

5.1

6. STAFF CORRESPONDENCE/COMMITTEE UPDATES

6.1 EXPLORE LA CROSSE
6.2
6.3
6.4

7. CORRESPONDENCE

7.1
7.2
7.3

8. CHAMBER OF COMMERCE

8.1

9. ITEMS FOR NEXT AGENDA

10. ADJOURNMENT

/ . /

MINUTES, REGULAR MEETING
CITY COUNCIL, CITY OF LA CRESCENT, MINNESOTA
OCTOBER 11, 2021

Pursuant to due call and notice thereof, the first meeting of the City Council of the City of La Crescent for the month of October was called to order by Mayor Mike Poellinger at 5:30 PM in the La Crescent City Hall, La Crescent, Minnesota, on Monday, October 11, 2021.

Upon a roll call taken and tallied by the City Administrator, the following members were present: Members Ryan Hutchinson, Cherryl Jostad, Teresa O'Donnell-Ebner, Dale Williams, and Mayor Mike Poellinger. Members absent: None. Also present was City Administrator Bill Waller, City Attorney Skip Wieser, and City Administrative Assistant Angie Boettcher.

Mayor Poellinger asked if anyone wished to take action to change the agenda as presented. There were no changes requested.

ITEM 1 – CONSENT AGENDA

At this time, the Mayor read the following items to be considered as part of the Consent Agenda for this regular meeting:

- 1.1 MINUTES – SEPTEMBER 27, 2021
- 1.2 BILLS PAYABLE THROUGH OCTOBER 7, 2021

At the conclusion of the reading of the Consent Agenda, Mayor Poellinger asked if the Council wished to have any of the items removed from the Consent Agenda for further discussion. Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, as follows:

A MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

| | |
|------------------------|-----|
| Ryan Hutchinson | Yes |
| Cherryl Jostad | Yes |
| Teresa O'Donnell-Ebner | Yes |
| Dale Williams | Yes |
| Mike Poellinger | Yes |

and none voted against the same. The motion was declared duly carried.

ITEM 3.1 – JOINT ORDERLY ANNEXATION RESOLUTION

City Attorney Wieser reviewed with City Council a Joint Resolution between the City of La Crescent and La Crescent Township. The Joint Resolution relates to annexation of certain land currently in La Crescent Township to be annexed to the City of La Crescent. The Resolution is similar to past Joint Resolutions between the City and Township. There were two differences. Paragraph 5(a) provides that the City will pay

the Township \$8,603.39 per year for a period of three (3) years as opposed to two (2) years. Further, Paragraph 6(b) provides that the City will not require mandatory connection to municipal sanitary sewer for a period of six (6) years after the approval of this agreement unless a public safety threat exists, or the property is sold or otherwise conveyed. In that situation, the property owner would have one (1) year to connect. City Council also reviewed information regarding public improvements made in Crescent Valley in 2011 and 2015, and information regarding the City's connection charges, sewer charges, and property taxes, which was mailed to the property owners in advance of the City Council Meeting. Part of the basis that City Council considered for annexing the remainder of Crescent Valley was as follows:

1. The City has maintained and plowed the streets in Crescent Valley since 2010.
2. The City has maintained and improved the park currently located in Crescent Valley.
3. The City continues to provide public safety services to all of Crescent Valley.
4. It will take four (4) years to realize the full benefit of the annexation from a property tax standpoint.
5. Over 11 years have lapsed since the adoption of Resolution 08-10-03 when the first properties in Crescent Valley were annexed.

La Crescent Township also considered this Joint Resolution at their regular scheduled meeting on October 11, 2021 at 7:00 p.m. City Council also reviewed and heard agenda requests from the following property owners: Erica Myhre; Tim Stencel; Greg Van Lin; Dave Thompson; Gene Grant; and Chuck Foust. Following review and discussion, Member Williams introduced the following resolution and moved its passage and adoption:

**In the Matter of the City of
La Crescent /La Crescent Township**

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE PETITION FOR)
THE ANNEXATION OF CERTAIN LAND)
TO THE CITY OF LA CRESCENT PURSUANT)
TO MINNESOTA STATUTES § 414.0325)

JOINT RESOLUTION

JOINT RESOLUTION FOR ORDERLY ANNEXATION BY AND BETWEEN
LA CRESCENT TOWNSHIP AND THE CITY OF LA CRESCENT

WHEREAS, the City mailed a correspondence dated July 23, 2021 to the Township with the Notice proposing that the annexation referenced in the Notice be completed by an Orderly Annexation Agreement with the City reimbursing the Township for three (3) years of real estate taxes and paying all necessary publication fees to timely complete the annexation; and

WHEREAS, the Township and City have now reached a settlement agreement believed to be in their mutual best interests; and

WHEREAS, the Township and City desire to enter into an agreement allowing for the orderly annexation of certain property, pursuant to Minnesota Statutes, Section 414.0325; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution in settlement of the above-referenced matter; and

WHEREAS, for ease of reference, the area of the Township proposed for immediate orderly annexation in accordance with this Joint Resolution (hereinafter referred to as the "Subject Area") is legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the Notice of Intent to Designate for Orderly Annexation was published in the *Houston County News* newspaper on September 24, 2021.

WHEREAS, the City has available capacity to provide needed services to the Subject Area; and

WHEREAS, the Township and City agree that orderly annexation of the Subject Area is in the best interest of the property owners and would benefit the public health, safety, and welfare of the community; and

WHEREAS, the Township and City desire to accomplish the immediate orderly annexation of the Subject Area without the need for any further hearings before the Office of Administrative Hearings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crescent and the Township Board of Supervisors of the Township of La Crescent as follows:

1. Designation of Subject Area. The Township and City hereby designate the Subject Area legally described in Exhibit A for immediate orderly annexation pursuant to Minnesota Statutes, Section 414.0325.
2. Acreage of Subject Area. The Township and City agree that the Subject Area is approximately 13.528 acres.
3. Map of Subject Area. A boundary map showing the Subject Area legally described in Exhibit A is attached hereto as Exhibit B and is hereby incorporated herein by reference.
4. No Hearing Required/Review and Comment Jurisdiction Only. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree that no alteration of the boundaries stated herein is appropriate, that all conditions for annexation of the Subject Area legally described in Exhibit A are contained in this Joint Resolution, and that no consideration by the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit is necessary. Upon the execution and filing of this Joint Resolution, the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit may review and comment hereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Subject Area legally described in Exhibit A in accordance with the terms and conditions contained in this Joint Resolution.
5. Tax Reimbursement. Pursuant to Minnesota Statutes, Section 414.036, the Township and City agree that upon annexation of the Subject Area, the City shall reimburse the Township for the loss of taxes from the property so annexed for the period and in accordance with the following schedule:

(a) In the first year following the year the city could first levy on the annexed area, an amount equal to \$8,603.39; (b) In the second year, an amount equal to \$8,603.39; and (c) In the third and final year, an amount equal to \$8,603.39.

6. Municipal Services.

- a. After annexation of the Subject Area, the City shall be responsible for providing municipal governmental services within the Subject Area. In the event that property owners within the Subject Area desire to receive certain municipal service that the property owner is not currently receiving, property owners may file a petition with the City for such service and receive consideration from the City Council. The City Council will endeavor to provide property owner petitioned services to the requesting properties in a timely manner to the extent practicable in the judgment of the City Council based on factors, including but not limited to the following: cost, timing and feasibility of the service project; cost, timing and feasibility of other City improvement projects; demonstrated service need; location of the petitioning property; distance of petitioning property from the petitioned service; type of service; capital improvement plan; comprehensive plan and other City land use controls; new or existing development; environmental review; number of property owners seeking services; and financial considerations including but not limited to assess ability of the service to the petitioning property and other likely situated properties, and the extent of property owner provided financing for the requested service.
- b. The City will not require a mandatory connection to municipal sanitary sewer for a period of six (6) years after the approval of this Agreement, unless a public safety threat exists, or the property is sold or otherwise conveyed. In said event, the property owner will need to connect to municipal sanitary sewer within one (1) year of the date of sale or conveyance.

7. Termination. This Joint Resolution shall remain in full force and effect until one of the following conditions takes place, whichever comes first:

- a. Termination by mutual written joint resolution of the City and Township; or
- b. Upon completion of tax reimbursement to the Township in accordance with this Joint Resolution.

8. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

9. Disputes and Remedies. The Townships and City agree as follows:

- a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and Township will direct staff members, as they deem appropriate, to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
- b. Mediation/Arbitration. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any

provision of this Joint Resolution, the parties hereto may mutually agree in writing to seek relief by submitting their respective grievances to mediation and/or binding arbitration.

- c. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to mediation or binding arbitration, or such action has not otherwise resolved the matter in dispute, either party to the dispute may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default, or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.
10. Modification/Amendment. This Joint Resolution shall not be modified, amended, or altered except upon the written joint resolution of the City and the Township duly executed and adopted by the City Council and the Township Board of Supervisors and filed with the OAH-MBAU, or its successor agency.
11. Severability. In the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.
12. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
13. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the Township and City.
14. Legal Description and Mapping. The Township and City agree, in the event there are errors, omissions or any other problems with the legal description provided in Exhibit A or mapping provided in Exhibit B in the judgment of the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit or either party, to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustment Unit as necessary to make effective the annexation of the Subject Area in accordance with the terms of this Joint Resolution.
15. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

If to the Township:

Township Clerk
La Crescent Township
4610 CTH 6
La Crescent, MN 55947

w/copy to:

Al Wieser, III
Wieser Law Office, P.C.
33 South Walnut Street, Suite 200
La Crescent, MN 55947

16. Effective Date. This Joint Resolution shall be effective on the date that the last party hereto signs, and dates said document.
17. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit and pay the required filing fee.
18. Joint Participation. The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

Passed, adopted, and approved by the Township Board of Supervisors of the Township of La Crescent, Houston County, Minnesota, this 11th day of October, 2021.

ATTEST:

TOWNSHIP OF LA CRESCENT

By: /s/
Karen Schuldt, Township Clerk

By: /s/ Bob Schuldt, Chair

Passed, adopted, and approved by the City Council of the City of La Crescent, Houston County, Minnesota, this 11th day of October, 2021.

ATTEST:

CITY OF LA CRESCENT

By: Bill Waller, City Administrator

By: Mikel Poellinger, Mayor

EXHIBIT A

DeBoer/1603 West Ln/08.0460.000 and 08.0124.003:

PARCEL A

LOT TWELVE (12), BLOCK ONE (1) CRESCENT VALLEY SUBDIVISION TO THE TOWN OF LA CRESCENT, HOUSTON COUNTY, MINNESOTA; AND

PARCEL B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE¼ SW¼) OF SECTION NINE (9), TOWNSHIP ONE HUNDRED FOUR (104) NORTH, RANGE FOUR (4) WEST, LA CRESCENT TOWNSHIP, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION NINE (9), THENCE WEST 169.58 FEET; THENCE ALONG THE WEST LINE EXTENDED OF CRESCENT VALLEY SUBDIVISION NORTH 3 DEGREES 23'31" WEST 836.56 FEET TO THE SOUTHEAST CORNER OF LOT TEN (10), BLOCK ONE (1) OF SAID CRESCENT VALLEY SUBDIVISION; THENCE ALONG THE SOUTH LINE EXTENDED OF SAID LOT TEN (10) WEST 326.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST 180.09 FEET; THENCE ALONG THE WEST LINE EXTENDED OF LOT TWELVE (12), BLOCK ONE (1) NORTH 25 DEGREES 48'26" EAST 122.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT TWELVE (12); THENCE ALONG THE SOUTH LINE OF SAID LOT TWELVE (12) NORTH 84 DEGREES 25'58" EAST 173.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT TWELVE (12); THENCE ALONG THE EAST LINE EXTENDED OF SAID LOT TWELVE (12) SOUTH 19 DEGREES 40'26" WEST 134.74 FEET TO THE POINT OF BEGINNING.

Hottovy/1620 West Ln/08.0463.000:

LOT FIFTEEN (15), BLOCK ONE (1), CRESCENT VALLEY SUBDIVISION TO THE TOWN OF LA CRESCENT, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR HOUSTON COUNTY, MINNESOTA.

AND

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE¼ SW¼) AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE¼ SW¼) OF SECTION NINE (9), TOWNSHIP ONE HUNDRED FOUR (104), RANGE FOUR (4), HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 15, BLOCK ONE, CRESCENT VALLEY SUBDIVISION, HOUSTON COUNTY, MINNESOTA; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 15 A DISTANCE OF 45.00 FEET TO THE POINT

OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTHWESTERLY DEFLECTING TO THE RIGHT 56 DEGREES 27 MINUTES 23 SECONDS, 344.68 FEET; THENCE SOUTHWESTERLY DEFLECTING TO THE LEFT 123 DEGREES 59 MINUTES 36 SECONDS, 281.02 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE LOT LINE BETWEEN SAID LOT 15 AND LOT 14, SAID BLOCK ONE, DISTANT 130.13 FEET NORTHWESTERLY OF THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY 130.13 FEET ALONG THE NORTHWESTERLY EXTENSION OF THE LOT LINE BETWEEN SAID LOTS 15 AND 14 TO THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE NORTH 55 DEGREES 55 MINUTES 09 SECONDS WEST 60.96 FEET; THENCE SOUTH 79 DEGREES 21 MINUTES 51 SECONDS EAST 145.12 FEET TO THE POINT OF BEGINNING.

Stencel/1345 County 6/08.0537.000:

PART OF THE NW¼ OF THE SE¼ OF SECTION 9, TOWNSHIP 104 NORTH, RANGE 4 WEST, TOWN OF LA CRESCENT, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 9, THENCE SOUTH, ALONG THE QUARTER SECTION LINE, 424.40 FEET TO THE CENTER OF THE COUNTY HIGHWAY; THENCE SOUTH 58°32'00" EAST, ALONG THE CENTER OF THE HIGHWAY 433.75 FEET; THENCE CONTINUE ALONG THE CENTERLINE OF THE COUNTY HIGHWAY ON A CURVED LINE TO THE LEFT OF RADIUS 5,729.58 FEET, DELTA ANGLE OF 06°32' LEFT, A DISTANCE OF 653.3 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE SOUTH 65°04'00" EAST, ALONG THE CENTERLINE OF SAID HIGHWAY, 126.0 FEET; THENCE SOUTH 41°16'00" WEST 52.10 FEET; THENCE SOUTH 24°56'00" WEST 258.50 FEET; THENCE NORTH 65°02" WEST 239.90 FEET; THENCE NORTH 27°19'00" EAST 68.6 FEET; THENCE NORTH 41°16'00" EAST 250.27 FEET TO THE CENTERLINE OF THE COUNTY HIGHWAY; THENCE ALONG SAID CENTERLINE ON A CURVED LINE TO THE LEFT OF RADIUS 5,729.58 FEET, A DISTANCE OF 55.50 FEET TO THE POINT OF BEGINNING.

Oliver/1340 Valley Ln/08.0482.003:

LOT THREE (3), BLOCK ONE (1), CRESCENT VALLEY FIRST ADDITION, LA CRESCENT TOWNSHIP, HOUSTON COUNTY, MINNESOTA.

Foust/1450 Valley Ln/08.0482.001

LOT ONE (1), BLOCK ONE (1), CRESCENT VALLEY FIRST ADDITION, HOUSTON COUNTY, MINNESOTA.

Myhre/1441 Valley Ln/08.0482.009

LOT FOUR (4) IN BLOCK TWO (2) OF CRESCENT VALLEY FIRST ADDITION TO THE TOWN OF LA CRESCENT, HOUSTON COUNTY, MINNESOTA.

Grant/1463 Valley Ln/08/0482.006

LOT ONE (1), BLOCK TWO (2), CRESCENT VALLEY FIRST ADDITION TO THE TOWNSHIP OF LA CRESCENT, HOUSTON COUNTY, MINNESOTA.

Ostrander/95 Crescent Ave/08.0478.000:

LOT FOUR (4), BLOCK TWO (2), CRESCENT VALLEY SUBDIVISION, LA CRESCENT TOWNSHIP, HOUSTON COUNTY, MINNESOTA.

Klinski/51 Crescent Ave/08.0476.000:

LOT TWO (2), BLOCK TWO (2) CRESCENT VALLEY SUBDIVISION TO THE TOWNSHIP OF LA CRESCENT ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR HOUSTON COUNTY, MINNESOTA.

Thompson/29 Crescent Ave/08.0475.000

LOT 1, BLOCK 2, CRESCENT VALLEY SUBDIVISION TO THE TOWNSHIP OF LA CRESCENT, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR HOUSTON COUNTY, MINNESOTA,

EXCEPT THE FOLLOWING:

PART OF LOT 1, BLOCK 2, CRESCENT VALLEY SUBDIVISION, LA CRESCENT TOWNSHIP, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 1 DEGREE 18 MINUTES 12 SECONDS EAST ALONG THE WEST LINE THEREOF 10 FEET; THENCE SOUTH 63 DEGREES 38 MINUTES 55 SECONDS EAST 43.19 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 76 DEGREES 44 MINUTES 51 SECONDS WEST ALONG THE SOUTH LINE THEREOF 40 FEET TO THE POINT OF BEGINNING.

Davison/30 Janell Ave/08.0560.000

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4 SE1/4), SECTION NINE (9), TOWNSHIP 104 NORTH, RANGE FOUR (4) WEST, OF THE FIFTH PRINCIPAL MERIDIAN, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

WEST ON THE SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION NINE (9) A DISTANCE OF 2,247.5 FEET; THENCE NORTH 6°45' EAST A DISTANCE OF 33 FEET FOR A POINT OF BEGINNING; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTH SECTION LINE A DISTANCE OF 156 FEET; THENCE NORTH 6°45' EAST A DISTANCE OF 202 FEET; THENCE EASTERLY ON A LINE PARALLEL WITH SAID SOUTH LINE OF SECTION NINE (9) A DISTANCE OF 156 FEET; THENCE SOUTHERLY 6°45' WEST A DISTANCE OF 202 FEET TO THE POINT OF BEGINNING.

Van Lin/35 Janell Ave/08.0559.000

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¼ SE¼) OF SECTION 9, TOWNSHIP 104, RANGE 4 WEST DESCRIBED AS FOLLOWS:

WEST ON THE SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 9 A DISTANCE OF 2208.3 FEET; THENCE NORTH 6 DEGREES 45 MINUTES EAST A DISTANCE OF 33.23 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL TO THE SECTION LINE A DISTANCE OF 134.80 FEET, THENCE NORTH 6 DEGREES 45 MINUTES EAST A DISTANCE OF 209.62 FEET; THENCE NORTH 83 DEGREES 15 MINUTES WEST A DISTANCE OF 133.86 FEET, THENCE SOUTH 6 DEGREES 45 MINUTES WEST TO THE PLACE OF BEGINNING, HOUSTON COUNTY, MINNESOTA.

Garrison/60 Janell Ave/08.0565.000

A TRACT OF LAND IN THE SW¼ OF SECTION 9, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

WEST ON THE SECTION LINE FROM THE SE CORNER OF SAID SECTION 9 A DISTANCE OF 2268.71 FEET, THENCE NORTH 6°45' EAST, 235.0 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUE NORTH 6° 45' EAST, 105.0 FEET,
THENCE NORTH 83° 15' WEST, 133.85 FEET,
THENCE SOUTH 6° 45' WEST, 120.80 FEET,
THENCE EAST ON A LINE PARALLEL TO SAID SECTION LINE, 134.79 FEET TO THE POINT OF BEGINNING.

BEING SUBJECT TO A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER THE WESTERLY 6 FEET AND A PUBLIC ROADWAY EASEMENT OVER THE EASTERLY 11 FEET OF THE ABOVE DESCRIBED TRACT.

TOGETHER WITH ALL RIGHTS CREATED BY VIRTUE OF AN EASEMENT DEED AND AGREEMENT FOR WATER DATED JUNE 9, 1972, FILED NOVEMBER 15, 1972 IN BOOK 242 OF MISC., PAGE 532.

Nissalke/63 Janell Ave/08.0562.000

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¼ SE¼) OF SECTION NINE (9), TOWNSHIP ONE HUNDRED FOUR (104) NORTH, RANGE FOUR (4) WEST, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION NINE (9); THENCE WEST ALONG THE SECTION LINE A DISTANCE OF 2073.5 FEET; THENCE NORTH 6°45' EAST A DISTANCE OF 242.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 6°45' EAST A DISTANCE OF 105 FEET; THENCE NORTH 83°15' WEST A DISTANCE OF 172.79 FEET; THENCE SOUTH 6°45' WEST A DISTANCE OF 105 FEET; THENCE SOUTH 83°15' EAST A DISTANCE OF 172.79 FEET TO THE POINT OF BEGINNING.

Anderson/88 Janell Ave/08.0568.000

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¼ SE¼) OF SECTION NINE (9), TOWNSHIP ONE HUNDRED FOUR (104) NORTH, RANGE FOUR (4) WEST, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

WEST ON THE SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION NINE (9), A DISTANCE OF 2268.71 FEET, THENCE NORTH 6°45' EAST 340.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 6°45' EAST 105.0 FEET, THENCE NORTH 83°15' WEST 133.85 FEET, THENCE SOUTH 6°45' WEST 105.0 FEET, THENCE SOUTH 83°15' EAST 133.85 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER THE WESTERLY 6 FEET AND A PUBLIC ROADWAY EASEMENT OVER THE EASTERLY 11 FEET OF THE ABOVE DESCRIBED TRACT.

Dedicated Park (No La Crescent Township Tax ID Assigned):

THE LAND CONTAINED IN THE RECORDED PLAT OF CRESCENT VALLEY SUBDIVISION DEDICATED TO PUBLIC FOR PARK.

Platted Road Right of Way (No La Crescent Township Tax ID Assigned):

VALLEY LANE FROM THE NORTH LINE OF LOT 4, BLOCK 1 CRESCENT VALLEY FIRST SUBDIVISION TO THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 6 AND THERE TERMINATING.

AND ALL THAT PART OF CRESCENT AVENUE LYING SOUTH OF THE INTERSECTION OF VALLEY LANE NOT CURRENTLY IN THE CITY OF LA CRESCENT.

Metes and Bounds Parcel I (No La Crescent Township Tax ID Assigned):

PART OF THE SE¼ OF THE SW¼ OF SECTION 9, TOWNSHIP 104, RANGE 4 WEST, TOWN OF LA CRESCENT, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE SOUTH LINE OF SAID SECTION 9, WEST 169.58 FEET; THENCE ALONG THE WEST LINE EXTENDED OF CRESCENT VALLEY SUBDIVISION NORTH 3 DEGREES 23 MINUTES 31 SECONDS WEST 836.56 FEET TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 1 OF SAID CRESCENT VALLEY SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID LOT 10 WEST 64.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST 262.25 FEET; THENCE ALONG THE WEST LINE EXTENDED OF LOT 11 BLOCK 1 NORTH 19 DEGREES 40 MINUTES 26 SECONDS EAST 134.74 FEET TO THE SOUTHWEST COMER OF SAID LOT 11; THENCE ALONG THE SOUTH LINE OF SAID LOT 11, NORTH 84 DEGREES 26 MINUTES 58 SECONDS EAST 44.12 FEET AND SOUTH 80 DEGREES 38 MINUTES 06 SECONDS EAST 98.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE ALONG THE WESTERLY LINE OF LOT 10 SOUTH 33 DEGREES 22 MINUTES 37 SECONDS EAST 137.86 FEET TO THE POINT OF BEGINNING.

Metes and Bounds Parcel II (No La Crescent Township Tax ID Assigned):

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 104, RANGE 4, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 13, BLOCK ONE, CRESCENT VALLEY SUBDIVISION, HOUSTON COUNTY, MINNESOTA; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY EXTENSION OF THE EAST LINE OF SAID LOT 13 TO THE NORTH LINE OF THE PROPERTY DESCRIBED IN RECORD BOOK 259 OF DEEDS, PAGE 217, HOUSTON COUNTY, MINNESOTA; THENCE NORTHWESTERLY, DEFLECTING TO THE RIGHT, 92 DEGREES 44 MINUTES 30 SECONDS, 326.99 FEET TO A ONE HALF INCH IRON PIPE MONUMENT; THENCE NORTHWESTERLY DEFLECTING TO THE RIGHT 32 DEGREES 54 MINUTES 45 SECONDS TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE LOT LINE BETWEEN SAID LOT 13 AND LOT 14, SAID BLOCK ONE, DISTANT 136.54 FEET SOUTHWESTERLY OF THE MOST WESTERLY CORNER OF SAID LOT 13; THENCE NORTHEASTERLY 136.54 FEET ALON THE SOUTHWESTERLY EXTENSION OF THE LOT LINE BETWEEN SAID LOTS 13 AND 14 TO THE MOST WESTERLY CORNER OF SAID LOT 13; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 13, A DISTANCE OF 350.97 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Boundary Map

The municipal boundary map referenced in the attached Joint Resolution, showing the current City of La Crescent and its relation to the Subject Areas to be annexed, legally described in Exhibit A, is attached hereto.

The motion for the adoption of the foregoing resolution was duly seconded by Member O'Donnell-Ebner and upon a roll call vote taken and tallied by the City Administrator, the following Members present voted in favor thereof, viz;

| | |
|------------------------|-----|
| Cherryl Jostad | Yes |
| Teresa O'Donnell-Ebner | Yes |
| Dale Williams | Yes |
| Mike Poellinger | Yes |

Member Ryan Hutchinson abstained from voting, and none voted against the same. The motion was declared duly carried and the resolution duly passed and adopted by a 4-0 vote.

ITEM 3.2 – PHASE 3 PEDESTRIAN BRIDGE BID RESULTS

City Engineer, Tim Hruska, reviewed with City Council via Zoom the bids for Phase 3 of the Pedestrian Bridge project. The four bids were received by the City on September 20, 2021. The project will construct a new pedestrian bridge over Highway 14/61 at the extension of South 1st Street. The low bid for the project was received from ICON Constructors, LLC from Mabel, MN for \$3,224,056.32. This included \$129,000.00 for the architectural arch. City Council also reviewed the bid tabulation. The engineer's estimate for the project was \$2,822,676.25. The City has received approval by the State Aid Engineer to

utilize State Aid funds to cover costs for the project since it is in MnDOT Right of Way. The City will continue to work with the Contractor to find ways to value engineer the project to save costs. It is expected that a deduct Change Order will be presented to City Council in the next month. The City has received approval by MnDOT's Civil Rights department and the State Aid Engineer to award this project. It was recommended to City Council to award the contract to ICON Constructors, LLC for the project as they were the low responsive, responsible bidder. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Jostad, as follows:

MOTION TO AWARD THE CONTRACT FOR WAGON WHEEL PHASE 3 PEDESTRIAN/BIKE BRIDGE PROJECT TO ICON CONSTRUCTORS, LLC IN THE AMOUNT OF \$3,224,056.32 AS THEY WERE THE LOW RESPONSIVE, RESPONSIBLE BIDDER.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

| | |
|------------------------|-----|
| Ryan Hutchinson | Yes |
| Cherryl Jostad | Yes |
| Teresa O'Donnell-Ebner | Yes |
| Dale Williams | Yes |
| Mike Poellinger | Yes |

and none voted against the same. The motion was declared duly carried.

ITEM 3.3 – SHORT TERM FINANCING – BRIDGE PROJECT

City Attorney Wieser reviewed with City Council a memo from City Finance Director, Debbie Shimshak, that after review of the anticipated monthly construction costs for the Wagon Wheel Phase 3 Pedestrian/Bike Bridge Project, the City could potentially need up to \$1,000,000.00 in financing until the City can process and receive the awarded grant funds. The City must pay all construction and engineering cost prior to requesting these grant funds. For this reason, the City would need to find short-term financing. There is also time involved on the State side as they review, approve and process the grant payments. City Finance Director Shimshak contacted three local financial institutions and requested a proposal for temporary bonding of \$1,000,000.00 for a maximum twelve-month term that offers no penalty for prepayment. The City received three proposals: Merchants Bank - 2.75%; Home Federal - 2.99%; and ESB Bank - 2.5%. It was recommended to City Council to accept the proposal from ESB Bank with the lowest fixed interest rate of 2.5%. This will be a revolving line of credit, with no penalty for prepayment. The City has also spoken with the State Agencies about expediting the grant funds once submitted, which will reduce the time and interest expense the City would incur. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, as follows:

MOTION TO ACCEPT THE PROPOSAL FROM ESB BANK WITH THE LOWEST FIXED INTEREST RATE OF 2.5% FOR SHORT TERM FINANCING OF THE WAGON WHEEL PHASE 3 PEDESTRIAN/BIKE BRIDGE PROJECT.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

| | |
|------------------------|-----|
| Ryan Hutchinson | Yes |
| Teresa O'Donnell-Ebner | Yes |
| Dale Williams | Yes |
| Mike Poellinger | Yes |

Member Cherryl Jostad abstained from voting, and none voted against the same. The motion was declared duly carried by a 4-0 vote.

ITEM 3.4 – RELIEF ASSOCIATION PENSION INCREASE

City Attorney Wieser reviewed with City Council a proposed increase in the annual benefit to the La Crescent Fire Department Relief Association. The benefit is proposed to be increased from \$3,200.00 to \$4,200.00 for each year of service to the department. City Council reviewed a correspondence from Todd Hase, Treasurer, of the La Crescent Fire Department Relief Association regarding the increase. As in the past, it was recommended that Members of the City Council that have a personal interest in this matter abstain from the vote. Following discussion, Member Williams made a motion, seconded by Member Jostad, as follows:

MOTION TO APPROVE AN INCREASE IN THE ANNUAL BENEFIT TO THE LA CRESCENT FIRE DEPARTMENT RELIEF ASSOCIATION FROM \$3,200.00 TO \$4,200.00 FOR EACH YEAR OF SERVICE TO THE DEPARTMENT.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

| | |
|------------------------|-----|
| Cherryl Jostad | Yes |
| Teresa O'Donnell-Ebner | Yes |
| Dale Williams | Yes |

Member Ryan Hutchinson and Mayor Mike Poellinger abstained from voting, and none voted against the same. The motion was declared duly carried by a 3-0 vote.

ITEM 3.5 – ADVERTISE DEVELOPMENT DIRECTOR POSITION

City Administrator Waller reviewed with City Council a request for proposals (RFP) to provide Community/Economic Development services to the City of La Crescent. This is almost identical to the RFP that was used in 2014 when Terry Erickson was hired as the City's first Development Director. In order to proceed, it was recommended to City Council to approve the RFP and to authorize that the position be advertised. The proposals would then be presented to City Council at a future meeting. City Council reviewed minor modifications to the RFP. Following discussion, Member O'Donnell-Ebner made a motion, seconded by Member Hutchinson, as follows:

MOTION TO APPROVE THE REQUEST FOR PROPOSALS TO PROVIDE COMMUNITY/ECONOMIC DEVELOPMENT SERVICES TO THE CITY OF LA CRESCENT, WITH THE PROPOSALS TO BE PRESENTED TO CITY COUNCIL AT A FUTURE MEETING, AND TO AUTHORIZE THAT THE POSITION BE ADVERTISED.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

| | |
|------------------------|-----|
| Ryan Hutchinson | Yes |
| Cherryl Jostad | Yes |
| Teresa O'Donnell-Ebner | Yes |
| Dale Williams | Yes |
| Mike Poellinger | Yes |

and none voted against the same. The motion was declared duly carried.

ITEM 3.6 – PARADE PERMIT REQUEST

City Administrator Waller reviewed with City Council a memo from La Crescent Police Chief Doug Stavenau regarding a request for a Parade Permit for temporary street closure on Walnut Street from Main to South 2nd Street on Sunday, October 24, 2021, from 6:00-8:00 pm. The event is a Community Project called the 3rd Annual Thriller Performance and is being supported by La Crescent Montessori Students, Staff and Parents. This is a moving dance performance and show. The Community is invited to participate as it is an all-ages event. It was recommended to City Council to approve the request. The Police Department will be responsible for setting up barricades and providing traffic control. Following discussion, Member Hutchinson made a motion, seconded by Member O'Donnell-Ebner, as follows:

MOTION TO APPROVE A PARADE PERMIT FOR TEMPORARY STREET CLOSURE ON WALNUT STREET FROM MAIN TO SOUTH 2ND STREET ON SUNDAY, OCTOBER 24, 2021, FROM 6:00-8:00 PM FOR A COMMUNITY PROJECT CALLED THE 3RD ANNUAL THRILLER PERFORMANCE WITH THE LA CRESCENT POLICE DEPARTMENT TO BE RESPONSIBLE FOR SETTING UP BARRICADES AND PROVIDING TRAFFIC CONTROL.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

| | |
|------------------------|-----|
| Ryan Hutchinson | Yes |
| Cherryl Jostad | Yes |
| Teresa O'Donnell-Ebner | Yes |
| Dale Williams | Yes |
| Mike Poellinger | Yes |

and none voted against the same. The motion was declared duly carried.

ITEM 3.7 – HORSE THIEF RIDGE EASEMENT

City Council reviewed an Agenda Request from Attorney Brent Smith on behalf of the effected property owners of the Horse Thief Ridge Easement. Attorney Smith addressed City Council with the concerns of the property owners. City Attorney Wieser then reviewed with City Council a proposed Quit Claim Deed prepared by the attorney for La Crescent Township. The purpose of the Quit Claim Deed is to convey to the City of La Crescent a sixty (60) foot access easement across the Horse Thief Ridge Development. Only the easement will be transferred to the City. The encumbered property remains in the Township. Horse

Thief Ridge is located in La Crescent Township. The plat of Horse Thief Ridge contains a dedication to the public of this easement. City Council also reviewed a copy of the plat and a map from the City's 2017 Bluffland's Plan illustrating the potential walking trail. La Crescent Township is requesting the City provide a First Right of Refusal until 2046. This would require the City to give notice to the Township in advance of the City conveying the easement. City Council reviewed the Right of First Refusal Agreement. Discussion then ensued by City Council. Following discussion, Member Williams made a motion, seconded by Member Hutchinson, as follows:

MOTION TO ACCEPT THE QUIT CLAIM DEED FROM LA CRESCENT TOWNSHIP FOR THE HORSE THIEF RIDGE EASEMENT AND TO AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE RIGHT OF FIRST REFUSAL AGREEMENT.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

| | |
|------------------------|-----|
| Ryan Hutchinson | Yes |
| Teresa O'Donnell-Ebner | Yes |
| Dale Williams | Yes |
| Mike Poellinger | Yes |

and Member Cherryl Jostad voted against the same. The motion was declared duly carried by a 4-1 vote.

ITEM 3.8 – COMMISSION RESIGNATIONS

City Council reviewed letters of resignations from Eileen Krenz from the Economic Development Commission and from Randy Dobbs from the La Crescent Park and Recreation Commission. It was recommended to City Council to accept these resignations. Following discussion, Member Jostad made a motion, seconded by Member Hutchinson, as follows:

MOTION TO ACCEPT THE RESIGNATIONS OF EILEEN KRENZ FROM THE ECONOMIC DEVELOPMENT COMMISSION AND RANDY DOBBS FROM THE LA CRESCENT PARK AND RECREATION COMMISSION.

Upon a roll call vote taken and tallied by the City Administrator, the following Members voted in favor thereof, viz;

| | |
|------------------------|-----|
| Ryan Hutchinson | Yes |
| Cherryl Jostad | Yes |
| Teresa O'Donnell-Ebner | Yes |
| Dale Williams | Yes |
| Mike Poellinger | Yes |

and none voted against the same. The motion was declared duly carried.

ITEM 3.9 – 2022 BUDGET REVIEW

City Council reviewed the proposed 2022 general fund budget and proposed resolution that sets the preliminary levy. This item was informational, and no action was taken.

ITEM 8 – CHAMBER OF COMMERCE

Travis Minegar of the La Crescent Chamber of Commerce had no Chamber update.

There being no further business to come before the Council at this time, Member Williams made a motion, seconded by Member Hutchinson, to adjourn the meeting. Upon a roll call vote taken and tallied by the City Administrator, the following Members present voted in favor thereof, viz;

| | |
|------------------------|-----|
| Ryan Hutchinson | Yes |
| Cherryl Jostad | Yes |
| Teresa O'Donnell-Ebner | Yes |
| Dale Williams | Yes |
| Mike Poellinger | Yes |

and none voted against the same. The motion was declared duly carried and the meeting duly adjourned at 6:24 PM.

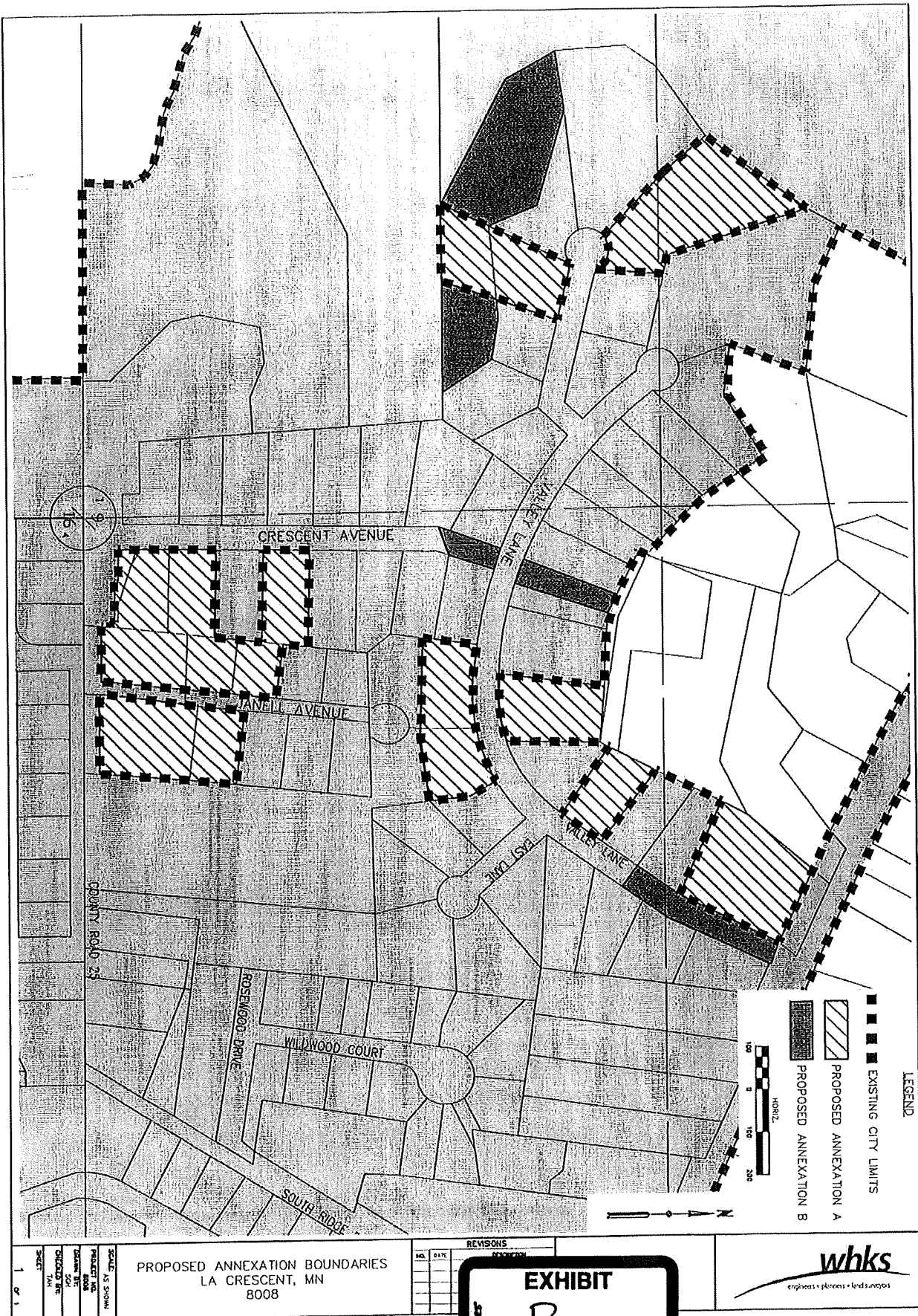
APPROVAL DATE: _____

SIGNED:

Mayor

ATTEST:

City Administrator



1.2

| Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|-------------------------------------|--|--------------|--------------------|-------------|-----------|--------|
| ABILITY BUILDING CENTER INC | | | | | | |
| 10739 | COMM. BLDG CLEANING SERVICE | 08/31/2021 | 215.00 | .00 | | |
| 10739 | FD - CLEANING STATION | 08/31/2021 | 150.50 | .00 | | |
| 10875 | FD - CLEANING STATION | 09/30/2021 | 258.00 | .00 | | |
| 10875 | FD - CLEANING COMM RM | 09/30/2021 | 129.00 | .00 | | |
| Total 8085: | | | 752.50 | .00 | | |
| AMAZON CAPITAL SERVICES | | | | | | |
| 19X7-TVGG-XLK | CITY - OFFICE SUPPLIES | 10/08/2021 | 16.32 | .00 | | |
| 19X7-TVGG-XLK | MV - OFFICE | 10/08/2021 | 53.98 | .00 | | |
| Total 9956: | | | 70.30 | .00 | | |
| ANCHOR SOLAR INVESTMENTS LLC | | | | | | |
| #24 | ANIMAL RESCUE - SOLAR | 10/01/2021 | 176.56 | .00 | | |
| #24 | MAINTENANCE BLDG - SOLAR | 10/01/2021 | 344.33 | .00 | | |
| #24 | RADIUM PLANT - SOLAR | 10/01/2021 | 344.33 | .00 | | |
| Total 9859: | | | 865.22 | .00 | | |
| AT&T MOBILITY | | | | | | |
| 9/21 FIRE | FD - WIRELESS | 09/30/2021 | 100.76 | .00 | | |
| 9/21 MAINTENA | WATER - WIRELESS | 09/30/2021 | 45.33 | .00 | | |
| 9/21 MAINTENA | SEWER - WIRELESS | 09/30/2021 | 45.33 | .00 | | |
| 9/21 POLICE | PD - WIRELESS | 09/30/2021 | 50.38 | .00 | | |
| Total 9870: | | | 241.80 | .00 | | |
| AUTO VALUE LA CROSSE | | | | | | |
| 516376725 | GC - BOBCAT REPAIR | 09/15/2021 | 310.44 | .00 | | |
| 516376728 | GC - CORE CREDIT | 09/15/2021 | 74.08- | .00 | | |
| 516376972 | GC - REPAIR EQUIPMENT | 09/16/2021 | 24.98 | .00 | | |
| Total 2106: | | | 261.34 | .00 | | |
| BAKER & TAYLOR | | | | | | |
| 2036196226 | LIBRARY - BOOKS | 09/10/2021 | 47.49 | .00 | | |
| 2036201366 | LIBRARY - BOOKS | 09/14/2021 | 152.84 | .00 | | |
| 2036230223 | LIBRARY - BOOKS | 09/28/2021 | 262.01 | .00 | | |
| Total 8022: | | | 462.34 | .00 | | |
| BOBCAT OF THE COULEE REGION | | | | | | |
| 01-49048 | STREET - SNOW BLOWER CUTTING EDGE | 10/05/2021 | 147.60 | .00 | | |
| 01-49049 | STREET - BOBCAT BROOM REPLACEMENT | 10/05/2021 | 736.64 | .00 | | |
| 01-49058 | STREET - CREDIT RETURN PART OF BOBCAT BRUSH OR | 10/05/2021 | 36.92- | .00 | | |
| Total 216: | | | 847.32 | .00 | | |
| CINTAS CORPORATION | | | | | | |
| 4094989799 | MAINTENANCE - CLEANING | 09/07/2021 | 3.50 | .00 | | |
| 4094989799 | MAINTENANCE - UNIFORMS | 09/07/2021 | 14.56 | .00 | | |
| 4095681709 | GOLF COURSE - CLEANING | 09/13/2021 | 19.77 | .00 | | |
| 4095681740 | MAINTENANCE - CLEANING | 09/13/2021 | 3.50 | .00 | | |
| 4095681740 | MAINTENANCE - UNIFORMS | 09/13/2021 | 14.56 | .00 | | |
| 4095681825 | CITY HALL - CLEANING | 09/13/2021 | 31.79 | .00 | | |

| Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|-------------------------------------|------------------------------------|--------------|--------------------|-------------|-----------|--------|
| 4096330920 | MAINTENANCE - CLEANING | 09/20/2021 | 3.50 | .00 | | |
| 4096330920 | MAINTENANCE - UNIFORMS | 09/20/2021 | 14.56 | .00 | | |
| 4097008334 | MAINTENANCE - CLEANING | 09/27/2021 | 3.50 | .00 | | |
| 4097008334 | MAINTENANCE - UNIFORMS | 09/27/2021 | 14.56 | .00 | | |
| 4097008339 | GOLF COURSE - CLEANING | 09/27/2021 | 19.77 | .00 | | |
| 4097008405 | CITY HALL - CLEANING | 09/27/2021 | 31.79 | .00 | | |
| Total 9696: | | | 175.36 | .00 | | |
| CITY TREASURER'S OFFICE | | | | | | |
| 180202 | WASTEWATER TO LACROSSE | 09/30/2021 | 15,857.33 | .00 | | |
| Total 1086: | | | 15,857.33 | .00 | | |
| CLEARWAY COMMUNITY SOLAR LLC | | | | | | |
| 7/21 STMT #2 | 608 S 7TH ST - POOL | 07/31/2021 | 578.21 | .00 | | |
| 7/21 STMT #2 | 400 LARCH AVE - WELL 2 | 07/31/2021 | 733.92 | .00 | | |
| 8/21 STMT | 219 MAIN STREET - UNIT LIGHTS | 08/31/2021 | 78.68 | .00 | | |
| 8/21 STMT | 608 S 7TH ST - TENNIS COURT LIGHTS | 08/31/2021 | 10.06 | .00 | | |
| 8/21 STMT | 1450 HWY 16 - LIFT STATION | 08/31/2021 | 29.99 | .00 | | |
| 8/21 STMT | 1200 JONATHAN LANE - PARK SHELTER | 08/31/2021 | 43.04 | .00 | | |
| 8/21 STMT | 407 ORCHARDVIEW - BOOSTER STATION | 08/31/2021 | 305.10 | .00 | | |
| 8/21 STMT | 523 S CHESTNUT ST - ANIMAL SHELTER | 08/31/2021 | 40.46 | .00 | | |
| 8/21 STMT | 200 STONEY POINT - WELL HOUSE | 08/31/2021 | 798.87 | .00 | | |
| 8/21 STMT | 400 LARCH AVE - WELL 2 | 08/31/2021 | 659.99 | .00 | | |
| 8/21 STMT | 31 MCINTOSH RD - LIFT STATION | 08/31/2021 | 11.37 | .00 | | |
| 8/21 STMT | 1323 SPRUCE DR - ABNET FIELDS | 08/31/2021 | 31.61 | .00 | | |
| 8/21 STMT | 219 CHESTNUT ST - BRIDGE LIGHTS | 08/31/2021 | 56.40 | .00 | | |
| 8/21 STMT | 209 S WALNUT - LAC SIGN | 08/31/2021 | 14.14 | .00 | | |
| 8/21 STMT | 110 MIDNGHT - LIFT STATION | 08/31/2021 | 52.30 | .00 | | |
| 8/21 STMT | 193 MCINTOSH RD - BOOSTER STATION | 08/31/2021 | 184.43 | .00 | | |
| 8/21 STMT | 321 MAIN - LIBRARY | 08/31/2021 | 164.61 | .00 | | |
| 8/21 STMT | 202 MAIN STREET - FLAG LIGHT | 08/31/2021 | 3.20 | .00 | | |
| 8/21 STMT | 722 N 2ND ST - RADIUM PLANT | 08/31/2021 | 2,000.35 | .00 | | |
| 8/21 STMT | 608 S 7TH - POOL | 08/31/2021 | 519.96 | .00 | | |
| 8/21 STMT | 336 S 1ST ST - COMM BLDG | 08/31/2021 | 154.98 | .00 | | |
| 8/21 STMT | 520 S 14TH ST - ICE ARENA | 08/31/2021 | 2,575.94 | .00 | | |
| Total 9854: | | | 9,047.61 | .00 | | |
| CULLIGAN WATER CONDITIONING | | | | | | |
| 285X20117804 | CITY HALL - WATER COOLER RENTAL | 10/01/2021 | 39.95 | .00 | | |
| 285X20117804 | PD - WATER COOLER RENTAL | 10/01/2021 | 39.95 | .00 | | |
| 285X20117804 | MAINT - WATER COOLER RENTAL | 10/01/2021 | 39.95 | .00 | | |
| 285X20142703 | FD - WATER COOLER RENTAL | 10/01/2021 | 42.70 | .00 | | |
| Total 231: | | | 162.55 | .00 | | |
| E O JOHNSON CO. | | | | | | |
| INV1024217 | OFFICE 365 | 10/11/2021 | 196.00 | .00 | | |
| Total 8614: | | | 196.00 | .00 | | |
| E O JOHNSON CO INC - LEASE | | | | | | |
| 30276345 | GC - COPY MACHINE/PRINTER | 10/13/2021 | 67.00 | .00 | | |

| Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--|---|--------------|--------------------|-------------|-----------|--------|
| Total 9397: | | | 67.00 | .00 | | |
| ELM USA, INC | | | | | | |
| 44370 | LIB - CD/DVD CLEANING | 10/14/2021 | 25.00 | .00 | | |
| Total 9517: | | | 25.00 | .00 | | |
| EXPLORE LA CROSSE | | | | | | |
| 5 | LA CRESCENT FAM TOUR LUNCH 10/5/21 B WALLER | 10/07/2021 | 10.67 | .00 | | |
| Total 9985: | | | 10.67 | .00 | | |
| FIRE SAFETY U.S.A., INC. | | | | | | |
| 151514 | FD - FOAM | 09/15/2021 | 809.70 | .00 | | |
| Total 8851: | | | 809.70 | .00 | | |
| GENERAL SPRINKLER CORPORATION | | | | | | |
| 37041 | WATER PLANT SPRINKLER INSPECTION | 10/12/2021 | 345.00 | .00 | | |
| Total 8902: | | | 345.00 | .00 | | |
| GRAF ELECTRIC, INC. | | | | | | |
| 19551 | WORK - ICE ARENA ROOFING PROJECT | 10/14/2021 | 472.82 | .00 | | |
| Total 619: | | | 472.82 | .00 | | |
| GREEN2ELECTRIC LLC | | | | | | |
| 2020-288 | PV PANELS ANIMAL SHELTER FIXED INVERTERS | 09/22/2021 | 1,160.00 | .00 | | |
| 2020-289 | PV PANELS PUBLIC WORKS FIXED INVERTORS | 09/22/2021 | 4,874.73 | .00 | | |
| Total 9981: | | | 6,034.73 | .00 | | |
| GUNDERSEN HEALTH SYSTEM | | | | | | |
| 10/6/21 STMT | MAINT - DRUG SCREENS | 09/23/2021 | 57.00 | .00 | | |
| Total 622: | | | 57.00 | .00 | | |
| HACH COMPANY | | | | | | |
| 12674342 | WATER TESTING SUPPLIES | 10/06/2021 | 47.58 | .00 | | |
| 12686265 | WATER TESTING SUPPLIES | 10/12/2021 | 236.22 | .00 | | |
| Total 611: | | | 283.80 | .00 | | |
| HOUSTON CNTY TREASURER | | | | | | |
| 250630.000/2506 | RECORDING OF VARIANCE | 10/01/2021 | 46.00 | .00 | | |
| Total 721: | | | 46.00 | .00 | | |
| LA CRESCENT AREA EVENT CENTER, INC. | | | | | | |
| 9/2021 LODGIN | LODGING TAX - MARKETING & PROMO AGREEMENT | 10/12/2021 | 1,282.69 | .00 | | |
| Total 9810: | | | 1,282.69 | .00 | | |
| LA CRESCENT AUTO REPAIR, INC | | | | | | |
| 21629 | PD - P20 MAINTENANCE | 09/10/2021 | 32.23 | .00 | | |

| Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|---|---|--------------|--------------------|-------------|------------|--------|
| 21677 | PD - P21 MAINTENANCE | 10/11/2021 | 33.76 | .00 | | |
| 21899 | PD - P19 REPLACE STARTER | 10/11/2021 | 583.31 | .00 | | |
| Total 8168: | | | 649.30 | .00 | | |
| LA CRESCENT CHAMBER OF COMMERCE | | | | | | |
| 9/2021 LODGIN | LODGING TAX - MARKETING & PROMO AGREEMENT | 10/12/2021 | 1,282.69 | .00 | | |
| Total 1142: | | | 1,282.69 | .00 | | |
| LA CROSSE AREA CONVENTION AND | | | | | | |
| 9/2021 LODGIN | LODGING TAX - MARKETING & PROMO AGREEMENT | 10/12/2021 | 4,012.54 | .00 | | |
| Total 9824: | | | 4,012.54 | .00 | | |
| LAPPIN'S LLC | | | | | | |
| 15885 | CITY HALL - CLEANING | 09/30/2021 | 1,244.00 | .00 | | |
| 15887 | CITY HALL - CLEANING | 08/28/2021 | 622.00 | .00 | | |
| Total 9677: | | | 1,866.00 | .00 | | |
| LEAGUE OF MN CITIES INS TRUST | | | | | | |
| 18073 & 18094 | WC DEDUCTIBLES - POLICE | 10/01/2021 | 2,000.00 | .00 | | |
| Total 1116: | | | 2,000.00 | .00 | | |
| MENARDS-LA CROSSE | | | | | | |
| 56233 | GC - COURSE MAINT | 09/28/2021 | 87.90 | .00 | | |
| 56233 | GC - CLEANING | 09/28/2021 | 23.96 | .00 | | |
| Total 1352: | | | 111.86 | .00 | | |
| MIDWEST TAPE | | | | | | |
| 501121553 | LIB - PROCESSING MATERIALS | 10/13/2021 | 259.99 | .00 | | |
| Total 9851: | | | 259.99 | .00 | | |
| MIENERGY COOPERATIVE | | | | | | |
| 9/21 STMT | ELECT UTILITIES-CRESC.HGTS.& WILDWOOD SEC LIGH | 09/30/2021 | 222.20 | 222.20 | 10/20/2021 | |
| 9/21 STMT | ELECT UTILITIES-GC POP MACH. | 09/30/2021 | 112.50 | 112.50 | 10/20/2021 | |
| 9/21 STMT | ELECT UTILITIES-GC CLUBHOUSE | 09/30/2021 | 1,024.81 | 1,024.81 | 10/20/2021 | |
| 9/21 STMT | ELECT UTIL-GC IRRIGATION & PARKING LOT LIGHTS | 09/30/2021 | 426.96 | 426.96 | 10/20/2021 | |
| 9/21 STMT | ELECT UTILITIES - HORSETRACK MEADOWS LIFT STATI | 09/30/2021 | 146.30 | 146.30 | 10/20/2021 | |
| 9/21 STMT | ELECT UTILITIES - WIESER PARK | 09/30/2021 | 76.07 | 76.07 | 10/20/2021 | |
| Total 2012: | | | 2,008.84 | 2,008.84 | | |
| MINNESOTA CHILD SUPPORT PAYMENT CENTER | | | | | | |
| 10/15/21 001563 | MN CHILD SUPPORT | 10/18/2021 | 602.21 | 602.21 | 10/19/2021 | |
| Total 9597: | | | 602.21 | 602.21 | | |
| MINNESOTA ENERGY RESOURCES INC | | | | | | |
| 9/21 STMT | ANIMAL SHELTER GAS UTILITIES | 09/30/2021 | 1.24 | 1.24 | 10/20/2021 | |
| 9/21 STMT | ICE ARENA GAS UTILITIES | 09/30/2021 | 482.62 | 482.62 | 10/20/2021 | |
| 9/21 STMT | POOL - GAS UTILITIES | 09/30/2021 | 83.02 | 83.02 | 10/20/2021 | |
| 9/21 STMT | CONTROL BLDG - GAS UTILITIES | 09/30/2021 | 3.52 | 3.52 | 10/20/2021 | |

| Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--------------------------------------|------------------------------------|--------------|--------------------|-------------|------------|--------|
| 9/21 STMT | PUMP HOUSE MCINTOSH | 09/30/2021 | 5.52 | 5.52 | 10/20/2021 | |
| 9/21 STMT | ABNET FIELD RESTROOMS | 09/30/2021 | 1.48 | 1.48 | 10/20/2021 | |
| 9/21 STMT | MAINTENANCE BUILDING | 09/30/2021 | 5.90 | 5.90 | 10/20/2021 | |
| 9/21 STMT | LIBRARY GAS UTILITIES | 09/30/2021 | 1.79 | 1.79 | 10/20/2021 | |
| Total 8171: | | | 585.09 | 585.09 | | |
| MINNESOTA LIBRARY ASSOCIATION | | | | | | |
| 200006100 | LIBRARY - JOB POSTING AD | 10/15/2021 | 100.00 | .00 | | |
| Total 1290: | | | 100.00 | .00 | | |
| MISSISSIPPI WELDERS SUPPLY CO | | | | | | |
| 3625012 | MAINT - WELDING GAS | 10/13/2021 | 83.09 | .00 | | |
| Total 1322: | | | 83.09 | .00 | | |
| MTI DISTRIBUTING INC | | | | | | |
| 1325926-00 | PARKS - LAWN MOWER PARTS | 10/06/2021 | 84.94 | .00 | | |
| Total 1330: | | | 84.94 | .00 | | |
| MUNICIPAL EMERGENCY SERVICE | | | | | | |
| IN1625658 | FD - PPE | 09/28/2021 | 84.77 | .00 | | |
| Total 8816: | | | 84.77 | .00 | | |
| MURILLA, ANTHONY J. | | | | | | |
| 10/21 REIMBUR | REIMBURSE - FOOD FOR FD OPEN HOUSE | 10/05/2021 | 98.62 | 98.62 | 10/12/2021 | |
| Total 9415: | | | 98.62 | 98.62 | | |
| OLD DUTCH FOODS, INC. | | | | | | |
| 10740145 | GC - CHIPS | 09/21/2021 | 70.20 | .00 | | |
| Total 9016: | | | 70.20 | .00 | | |
| PARTNERS IN GRIME | | | | | | |
| 822284 | LIB - CLEANING | 09/30/2021 | 210.00 | .00 | | |
| Total 9310: | | | 210.00 | .00 | | |
| PAULSON, THOMAS N. | | | | | | |
| 10/15/21 NET PA | REPLACE DIRECT DEPOSIT PYMT W/CK | 10/15/2021 | 1,269.34 | 1,269.34 | 10/18/2021 | |
| Total 9416: | | | 1,269.34 | 1,269.34 | | |
| PUMP 4 LESS | | | | | | |
| 9/21 POLICE | POLICE DEPT - MOTOR FUEL | 09/30/2021 | 726.38 | .00 | | |
| 9/21 PUB WORK | PUBLIC WORKS - MOTOR FUEL | 09/30/2021 | 53.35 | .00 | | |
| Total 8604: | | | 779.73 | .00 | | |
| QUILLINS LA CRESCENT | | | | | | |
| 9/21 CITY | GC - FOOD | 09/30/2021 | 109.01 | .00 | | |
| 9/21 CITY | PD - CHIEFS MEETING SUPPLIES | 09/30/2021 | 12.91 | .00 | | |

| Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|---------------------------------------|---|--------------|--------------------|-------------|------------|--------|
| Total 1707: | | | 121.92 | .00 | | |
| RELIABLE PEST MANAGEMENT | | | | | | |
| 11436 | GC - PEST CONTROL | 09/06/2021 | 155.11 | .00 | | |
| Total 9871: | | | 155.11 | .00 | | |
| SCHOTT DISTRIBUTING CO., INC. | | | | | | |
| 437401 | GC BEER FOR RESALE | 09/08/2021 | 430.20 | .00 | | |
| 437948 | GC - COOLERS FOR BEER | 09/10/2021 | 350.00 | .00 | | |
| 439410 | GC BEER FOR RESALE | 09/23/2021 | 660.30 | .00 | | |
| Total 1931: | | | 1,440.50 | .00 | | |
| SOUTHEAST LIBRARIES COOP | | | | | | |
| 049370 | LIB - SELCO AUTOMATION FEE | 10/04/2021 | 1,286.01 | 1,286.01 | 10/12/2021 | |
| Total 1962: | | | 1,286.01 | 1,286.01 | | |
| SUPERIOR TURF SERVICES | | | | | | |
| 1657 | GC - CHEMICALS | 09/27/2021 | 514.24 | .00 | | |
| Total 9826: | | | 514.24 | .00 | | |
| TARRENCE, JOSHUA L | | | | | | |
| 023 | PD - RETROFIT P15 - INVESTIGATOR CAR/EXTRA VEHICL | 10/12/2021 | 1,975.00 | .00 | | |
| Total 9506: | | | 1,975.00 | .00 | | |
| THE MONOGRAM COMPANY | | | | | | |
| 33110 | FIRE - 100 YR ANNIVERSARY SHIRTS | 08/31/2021 | 521.15 | .00 | | |
| Total 9965: | | | 521.15 | .00 | | |
| TRI-STATE BUSINESS MACHINES IN | | | | | | |
| 528435 | MV - COPIER | 10/07/2021 | 55.42 | .00 | | |
| Total 2024: | | | 55.42 | .00 | | |
| VERIZON WIRELESS | | | | | | |
| 9889423631 | FD - MOBILE | 09/28/2021 | 120.21 | .00 | | |
| Total 8973: | | | 120.21 | .00 | | |
| WHKS & CO. | | | | | | |
| 44170 | BALSAM & SPRUCE CONSTRUCTION | 09/24/2021 | 8,669.67 | .00 | | |
| 44171 | DNR TRAIL GRANT WAGON WHEEL PH 1 | 09/24/2021 | 1,062.40 | .00 | | |
| 44172 | BASE MAP UPDATES | 09/24/2021 | 1,632.00 | .00 | | |
| 44172 | 2022 STREET IMPROVEMENTS | 09/24/2021 | 57.50 | .00 | | |
| 44172 | RISK & RESILIENCE REPORT | 09/24/2021 | 198.00 | .00 | | |
| 44172 | REDWOOD DRAINAGE REVIEW | 09/24/2021 | 222.00 | .00 | | |
| 44172 | AUGUST FLOOD REVIEW & MEETINGS | 09/24/2021 | 296.00 | .00 | | |
| 44172 | RATE STUDY REVIEW | 09/24/2021 | 222.00 | .00 | | |
| 44172 | SHORE ACRES BOUNDARY ADJUSTMENT | 09/24/2021 | 296.00 | .00 | | |
| 44172 | CRESCENT HILLS REVIEW | 09/24/2021 | 788.00 | .00 | | |
| 44172 | MILEAGE | 09/24/2021 | 78.40 | .00 | | |

| Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|-------------------------------|---------------------------------------|--------------|--------------------|-------------|------------|--------|
| 44196 | UTILITY EXT HORSETRACK MEADOWS | 09/24/2021 | 650.80 | .00 | | |
| 44207 | HORSETRACK MEADOWS CONSTR PH 1 | 09/24/2021 | 860.16 | .00 | | |
| Total 8290: | | | 15,032.93 | .00 | | |
| WINONA COUNTY RECORDER | | | | | | |
| 820 RIVER ST. D | RECORDING FEE - MORTGAGE SATISFACTION | 10/12/2021 | 46.00 | 46.00 | 10/12/2021 | |
| Total 2345: | | | 46.00 | 46.00 | | |
| XCEL ENERGY | | | | | | |
| 9/21 STMT | CITY HALL | 09/30/2021 | 594.23 | 594.23 | 10/20/2021 | |
| 9/21 STMT | FLAG LIGHT 202 MAIN | 09/30/2021 | 8.27 | 8.27 | 10/20/2021 | |
| 9/21 STMT | FLAG LIGHT 226 MAIN | 09/30/2021 | 17.73 | 17.73 | 10/20/2021 | |
| 9/21 STMT | SIGN LIGHT 525 S CHESTNUT | 09/30/2021 | 13.21 | 13.21 | 10/20/2021 | |
| 9/21 STMT | GARAGE | 09/30/2021 | 30.68 | 30.68 | 10/20/2021 | |
| 9/21 STMT | STREET LIGHTS PO BOX 142 | 09/30/2021 | 5,675.69 | 5,675.69 | 10/20/2021 | |
| 9/21 STMT | WELL HOUSE | 09/30/2021 | 703.14 | 703.14 | 10/20/2021 | |
| 9/21 STMT | ABNET FIELDS | 09/30/2021 | 1.27 | 1.27 | 10/20/2021 | |
| 9/21 STMT | LIFT STATION 1450 HWY 16 | 09/30/2021 | 29.33 | 29.33 | 10/20/2021 | |
| 9/21 STMT | SHORE ACRES | 09/30/2021 | 267.38 | 267.38 | 10/20/2021 | |
| 9/21 STMT | TENNIS COURT LIGHTS | 09/30/2021 | 12.09 | 12.09 | 10/20/2021 | |
| 9/21 STMT | ICE ARENA | 09/30/2021 | 2,647.54 | 2,647.54 | 10/20/2021 | |
| 9/21 STMT | LIFT STATION MC INTOSH RD E | 09/30/2021 | 12.99 | 12.99 | 10/20/2021 | |
| 9/21 STMT | WELLL 3 | 09/30/2021 | 1,533.66 | 1,533.66 | 10/20/2021 | |
| 9/21 STMT | WELL 2 | 09/30/2021 | 678.21 | 678.21 | 10/20/2021 | |
| 9/21 STMT | RESERVOIR | 09/30/2021 | 13.64 | 13.64 | 10/20/2021 | |
| 9/21 STMT | WWTP | 09/30/2021 | 814.13 | 814.13 | 10/20/2021 | |
| Total 1410: | | | 13,053.19 | 13,053.19 | | |
| Grand Totals: | | | 88,854.97 | 18,949.30 | | |

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

| Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|-------------------|-------------|-----------------|-----------------------|----------------|--------------|--------|
|-------------------|-------------|-----------------|-----------------------|----------------|--------------|--------|

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

CITY OF LA CRESCENT
CASH BALANCES
SEPTEMBER 30, 2021

| FUND | AUDITED 12/31/2020 BALANCE | UNAUDITED 9/30/2021 BALANCE |
|---|----------------------------------|-----------------------------------|
| GENERAL (101) | | |
| Unreserved | 1,624,986.40 | 1,435,837.39 |
| TOTAL GENERAL FUND | <u>1,624,986.40</u> | <u>1,435,837.39</u> |
| REVOLVING LOAN FUND (204) | | |
| SCDP Grant Funds Returned | 21,732.93 | 21,732.93 |
| TOTAL REVOLVING LOAN FUND | <u>21,732.93</u> | <u>21,732.93</u> |
| LIBRARY (211) | | |
| Unreserved | -30,835.56 | -32,883.19 |
| TOTAL LIBRARY | <u>-30,835.56</u> | <u>-32,883.19</u> |
| FIRE DEPARTMENT (213) | | |
| Unreserved | 320,580.97 | 202,775.82 |
| | <u>320,580.97</u> | <u>202,775.82</u> |
| TAX INCREMENT FINANCE DISTRICTS | | |
| Tax Increment 2-1 Duckett (252) | 23,755.41 | 17,958.78 |
| Tax Increment 5-1 Heth's (257) | 5,506.47 | -3,299.18 |
| Tax Increment 4-2 Gundersen (258) | 95,043.92 | 113,768.28 |
| Tax Increment 6-1 Schumacher Kish (259) | 15,688.76 | 18,310.33 |
| Tax Increment 1-8 Event Ctr/Hotel (260) | 1,007.18 | 692.23 |
| Tax Increment 1-9 31 S. Walnut (261) | 0.00 | -6,962.66 |
| | <u>141,001.74</u> | <u>140,467.78</u> |
| DEBT SERVICE | | |
| Bonds Paid Up (300) | 19,398.35 | 19,666.75 |
| 2009A G.O. Refunding Bonds (322) | 201,083.81 | 161,776.56 |
| 2011A G.O. Imp. Bonds (324) | 20,190.82 | -15,276.22 |
| 2011B G.O. Rec. Facilities (325) | 272,697.18 | 197,243.34 |
| 2013A G.O. Equipment Certificates (326) | 126,647.83 | 175,643.21 |
| 2016A G.O. Refunding Bonds (327) | 97,458.66 | 55,646.55 |
| 2017A G.O. Equipment Certificates (328) | 114,576.15 | 69,270.50 |
| 2018A G.O. Imp. Bonds (329) | 157,553.88 | 87,478.77 |
| 2019A G.O. Equipment Certificates (330) | 55,483.93 | 24,613.64 |
| 2019B G.O. Imp. Bonds (331) | 5,450.17 | 12,435.98 |
| 2020A G.O. Imp. Bonds-HTM (332) | 568,130.57 | 876,680.39 |
| 2020A G.O. Imp. Bonds-Arena (333) | 2,308.07 | 536.38 |
| TOTAL DEBT SERVICE | <u>1,640,979.42</u> | <u>1,665,715.85</u> |

CITY OF LA CRESCENT
CASH BALANCES
SEPTEMBER 30, 2021

| FUND | AUDITED 12/31/2020 BALANCE | UNAUDITED 9/30/2021 BALANCE |
|---|----------------------------------|-----------------------------------|
| CAPITAL PROJECTS | | |
| 2017A Equipment Certificate (446) | 176,676.99 | 43,172.47 |
| 2019B G.O. Improvement Projects (449) | 8,939.46 | 8,621.64 |
| 2020A G.O. Improvement Projects (450) | 662,916.41 | 668,903.78 |
| TOTAL CAPITAL PROJECTS | <u>848,532.86</u> | <u>720,697.89</u> |
| WATER FUND (601) | | |
| Unreserved | 43,586.60 | -98,475.91 |
| 2008A Water Revenue Bonds | 0.00 | 0.00 |
| 2012B Water Revenue Bonds | 0.00 | 0.00 |
| 2016A Water Revenue Bonds | 0.00 | 0.00 |
| TOTAL WATER FUND | <u>43,586.60</u> | <u>-98,475.91</u> |
| SEWER FUND (602) | | |
| Unreserved | -223,722.55 | -366,477.71 |
| 2008A Sewer Revenue Bonds | 0.00 | 0.00 |
| 2012B Sewer Revenue Bonds | 0.00 | 0.00 |
| 2016A Sewer Revenue Bonds | 0.00 | 0.00 |
| Designated Funds for Plant Replacement | 262,643.64 | 264,491.47 |
| TOTAL SEWER FUND | <u>38,921.09</u> | <u>-101,986.24</u> |
| SOLID WASTE (603) | | |
| Unreserved | 26,057.67 | 35,577.67 |
| TOTAL SOLID WASTE | <u>26,057.67</u> | <u>35,577.67</u> |
| LICENSE BUREAU (604) | | |
| Unreserved | 330,325.15 | 283,555.12 |
| TOTAL LICENSE BUREAU | <u>330,325.15</u> | <u>283,555.12</u> |
| PINE CREEK GOLF COURSE (613) | | |
| Unreserved | -56,429.67 | 37,295.67 |
| TOTAL GOLF COURSE | <u>-56,429.67</u> | <u>37,295.67</u> |
| ICE ARENA (615) | | |
| Unreserved | -229,864.18 | -209,636.47 |
| | <u>-229,864.18</u> | <u>-209,636.47</u> |
| TOTAL FUNDS | <u>\$4,719,575.42</u> | <u>\$4,100,674.31</u> |

CITY OF LA CRESCENT
CASH & INVESTMENT ANALYSIS
SEPTEMBER 30, 2021

| | |
|---|-----------------------|
| PETTY CASH & CASH DRAWERS | 3,650.00 |
| NOW CHECKING (5000047)/SWEEP ACCT | 2,602,854.98 |
| PSN DEPOSITORY ACCT (40031122) | 8,185.72 |
| HOME FEDERAL SAVINGS ACCT (4000061304) | 166,829.62 |
| PINE CREEK GOLF COURSE (9191115) | 15,393.65 |
| ICD SECURITIES, INC. MM (33682956) | 556.50 |
| MULTI-BANK SECURITIES, INC. - MM | 203.84 |
| MULTI-BANK SECURITIES, INC. - GOVT SEC. | 0.00 |
| MULTI-BANK SECURITIES, INC. - CD'S | 938,000.00 |
| ICD SECURITIES, INC. CD'S | 365,000.00 |
| | <u>\$4,100,674.31</u> |

| | |
|--|---------------------|
| <u>TOTAL INVESTMENTS-THIS YEAR</u> | |
| MONEY MARKET, TREAS INDEX & CASH ACCTS | 2,797,674.31 |
| CD'S | 1,303,000.00 |
| GOVERNMENT SECURITIES | 0.00 |
| | <u>4,100,674.31</u> |
| RATES ON INVESTMENTS | 0.10% - 2.65% |

| | |
|--|---------------------|
| <u>TOTAL INVESTMENTS-LAST YEAR</u> | |
| MONEY MARKET, TREAS INDEX & CASH ACCTS | 2,919,562.79 |
| CD'S | 1,503,927.40 |
| GOVERNMENT SECURITIES | 0.00 |
| | <u>4,423,490.19</u> |
| RATES ON INVESTMENTS | 0.10% - 2.65% |

1.4

CITY OF LACRESCENT

Trial Balance
GL Period: 09/21
LIBRARY FUND

Page: 1
Oct 20, 2021 04:18PM

Report Criteria:

Actual Amounts
All Accounts
Include FUNDS: 211
Page and Total by FUND
All Segments Tested for Total Breaks

| Account Number | Title | Debit Amount | Credit Amount |
|----------------|-------------------------------|--------------|---------------|
| 211-10000 | CASH & INVESTMENTS | | 32,883.19- |
| 211-10200 | PETTY CASH-LIBRARY | .00 | |
| 211-10450 | INTEREST RECEIVABLE | .00 | |
| 211-10700 | TAXES RECEIVABLE DELINQUENT | 753.03 | |
| 211-11550 | ACCTS RECEIVABLE - OTHER | .00 | |
| 211-13203 | DUE FROM COUNTY | .00 | |
| 211-15500 | PREPAID INSURANCE | 2,928.32 | |
| 211-20200 | ACCOUNTS PAYABLE | | 885.14- |
| 211-21500 | ACCRUED INTEREST PAYABLE | | 173.55- |
| 211-21600 | ACCRUED WAGES/SAL PAYABLE | .00 | |
| 211-22810 | SALES TAX PAYABLE-LIBRARY | .00 | |
| 211-25300 | FUND BALANCE | 33,019.94 | |
| 211-31013 | LIBRARY TAX REVENUE | | 93,946.29- |
| 211-31014 | HOUSTON COUNTY LIBRARY LE | | 33,113.20- |
| 211-31051 | EXCESS TIF REVENUE REFUND | .00 | |
| 211-33161 | FEDERAL CARES ACT FUNDS | .00 | |
| 211-33402 | MARKET VALUE HOMESTEAD CREDIT | .00 | |
| 211-33620 | WINONA COUNTY FUNDING | | 1,727.71- |
| 211-34761 | SELCO LIBRARY GRANT | .00 | |
| 211-34762 | COPY MACHINE REVENUE | | 522.40- |
| 211-34763 | COMPUTER PRINTER REVENUE | | 634.08- |
| 211-35103 | FINES | | 911.20- |
| 211-36200 | MISCELLANEOUS INCOME | .00 | |
| 211-36210 | INTEREST ON INVESTMENTS | .00 | |
| 211-36230 | CONTRIBUTIONS | | 10,226.31- |
| 211-36232 | SUMMER SPONSORS | | 1,350.00- |
| 211-36233 | CONTRIBUTION-LA CRESC. TWNShP | | 3,000.00- |
| 211-36236 | COMPUTER FUND REVENUE | .00 | |
| 211-36238 | GRANT/SCHOLARSHIP FUNDING | .00 | |
| 211-36241 | INSURANCE REIMBURSEMENT | .00 | |
| 211-36243 | ACE CAPITAL CREDITS | .00 | |
| 211-39200 | FRIENDS OF THE LIBRARY | .00 | |
| 211-39201 | TRANSFER FROM GEN. FUND | .00 | |
| 211-45500-101 | WAGES - FULL-TIME | 62,188.10 | |
| 211-45500-102 | OVERTIME PAY | 23.40 | |
| 211-45500-103 | WAGES - PART-TIME | 19,088.09 | |
| 211-45500-111 | SEVERANCE PAY | .00 | |
| 211-45500-121 | EMPLOYER FICA EXPENSE | 6,119.40 | |
| 211-45500-122 | PERA CONTRIBUTIONS | 5,832.67 | |
| 211-45500-131 | EMPLOYER PAID HEALTH INS | 8,651.70 | |
| 211-45500-152 | WORKERS COMP BENEFITS | .00 | |
| 211-45500-200 | LIBRARY OFFICE SUPPLIES | 820.10 | |
| 211-45500-202 | COPY MACHINE SUPPLIES | .00 | |
| 211-45500-203 | COMPUTER PRINTER SUPPLIES | .00 | |
| 211-45500-211 | CLEANING & SANITARY SUPPLIES | 323.65 | |
| 211-45500-220 | PROGRAM SUPPLIES | 1,579.51 | |
| 211-45500-221 | WINTER READING PROG EXPENSES | 351.69 | |
| 211-45500-310 | OTHER CONTRACTED SERVICES | 2,629.51 | |
| 211-45500-321 | TELEPHONE-LIBRARY | 1,286.73 | |

| Account Number | Title | Debit Amount | Credit Amount |
|---------------------|------------------------------|-----------------|------------------|
| 211-45500-322 | POSTAGE-LIBRARY | 90.06 | |
| 211-45500-331 | TRAVEL EXPENSES | 328.20 | |
| 211-45500-350 | PRINTING AND PUBLISHING | 55.00 | |
| 211-45500-360 | INSURANCE | 3,325.01 | |
| 211-45500-381 | UTILITIES-ELECTRIC | 1,583.31 | |
| 211-45500-382 | UTILITIES-WATER/SEWER | 276.63 | |
| 211-45500-383 | UTILITIES-GAS | 491.26 | |
| 211-45500-384 | REFUSE DISPOSAL | 90.00 | |
| 211-45500-401 | REPAIR/MAINT-BUILDINGS | 11.98 | |
| 211-45500-404 | REPAIR/MAINT-EQUIPMENT | .00 | |
| 211-45500-406 | REPAIR/MAINT-COMPUTERS | 4,145.00 | |
| 211-45500-414 | LIMITED ACCESS LINE | 13,672.99 | |
| 211-45500-415 | RENTALS-OTHER EQUIPMENT | 54.00 | |
| 211-45500-430 | MISCELLANEOUS | .00 | |
| 211-45500-432 | UNCOLLECTIBLE ACCOUNTS | .00 | |
| 211-45500-433 | DUES & MEMBERSHIPS | 49.00 | |
| 211-45500-434 | LEGACY GRANT EXPENDITURES | .00 | |
| 211-45500-504 | BOOKS - GRANT FUNDED | 1,393.50 | |
| 211-45500-505 | BOOKS,PERIODICALS,VIDEOS ETC | 7,052.40 | |
| 211-45500-506 | PROCESSING MATERIALS | 870.40 | |
| 211-45500-520 | C.O.-BUILDINGS-LIBRARY | .00 | |
| 211-45500-570 | OFFICE EQUIP. & FURNISHINGS | .00 | |
| 211-45500-575 | C.O.-COMPUTER EQUIPMENT | .00 | |
| 211-45500-580 | C.O. OTHER EQUIPMENT | .00 | |
| 211-45500-610 | INTEREST EXPENSE | 288.49 | |
| Total LIBRARY FUND: | | 179,373.07 | 179,373.07- |
| Net Income: | | | 2,759.41- |
| Grand Totals: | | 179,373.07 | 179,373.07- |
| Net Income: | | | 2,759.41- |

Report Criteria:

Actual Amounts

All Accounts

Include FUNDS: 211

Page and Total by FUND

All Segments Tested for Total Breaks

| | | 2019 | 2020 | 01/21-09/21 | 2021 | 2021 |
|--------------------------------------|-------------------------------|----------------------|--------------------|-------------------|--------------------|------------------------|
| Account Number | Account Title | Pri Year 2 Actual | Pri Year Actual | Cur YTD Actual | Cur Year Budget | Cur Year Unexpended |
| LIBRARY FUND | | | | | | |
| TAXES | | | | | | |
| 211-31013 | LIBRARY TAX REVENUE | 154,846 | 164,106 | 93,946 | 170,873 | 76,927 |
| 211-31014 | HOUSTON COUNTY LIBRARY LE | 46,642 | 43,457 | 33,113 | 44,109 | 10,996 |
| 211-31051 | EXCESS TIF REVENUE REFUND | .00 | .00 | .00 | .00 | .00 |
| Total TAXES: | | 201,488 | 207,563 | 127,059 | 214,982 | 87,922 |
| INTERGOVERNMENTAL AID | | | | | | |
| 211-33161 | FEDERAL CARES ACT FUNDS | .00 | 2,018 | .00 | .00 | .00 |
| 211-33402 | MARKET VALUE HOMESTEAD CREDIT | .00 | .00 | .00 | .00 | .00 |
| 211-33620 | WINONA COUNTY FUNDING | 3,022 | 3,455 | 1,728 | 3,113 | 1,385 |
| Total INTERGOVERNMENTAL AID: | | 3,022 | 5,472 | 1,728 | 3,113 | 1,385 |
| PUBLIC CHARGES FOR SERVICE | | | | | | |
| 211-34761 | SELCO LIBRARY GRANT | .00 | .00 | .00 | .00 | .00 |
| 211-34762 | COPY MACHINE REVENUE | 855 | 565 | 522 | 500 | 22- |
| 211-34763 | COMPUTER PRINTER REVENUE | 730 | 449 | 634 | 500 | 134- |
| Total PUBLIC CHARGES FOR SERVICE: | | 1,585 | 1,014 | 1,156 | 1,000 | 156- |
| FINES & FORFEITURES | | | | | | |
| 211-35103 | FINES | 2,105 | 891 | 911 | 1,000 | 89 |
| Total FINES & FORFEITURES: | | 2,105 | 891 | 911 | 1,000 | 89 |
| SPECIAL ASSESSMENTS | | | | | | |
| 211-36200 | MISCELLANEOUS INCOME | .00 | .00 | .00 | .00 | .00 |
| 211-36210 | INTEREST ON INVESTMENTS | 56 | .00 | .00 | .00 | .00 |
| 211-36230 | CONTRIBUTIONS | 18,204 | 15,345 | 10,226 | 4,000 | 6,226- |
| 211-36232 | SUMMER SPONSORS | 1,724 | .00 | 1,350 | 1,500 | 150 |
| 211-36233 | CONTRIBUTION-LA CRESC. TWNSHP | 3,000 | .00 | 3,000 | 3,000 | .00 |
| 211-36236 | COMPUTER FUND REVENUE | 2,000 | 1,665 | .00 | .00 | .00 |
| 211-36238 | GRANT/SCHOLARSHIP FUNDING | 275 | .00 | .00 | .00 | .00 |
| 211-36241 | INSURANCE REIMBURSEMENT | .00 | .00 | .00 | .00 | .00 |
| 211-36243 | ACE CAPITAL CREDITS | 104 | 109 | .00 | .00 | .00 |
| Total SPECIAL ASSESSMENTS: | | 25,364 | 17,119 | 14,576 | 8,500 | 6,076- |
| OTHER FINANCING SOURCES | | | | | | |
| 211-39200 | FRIENDS OF THE LIBRARY | .00 | .00 | .00 | 2,073 | 2,073 |
| 211-39201 | TRANSFER FROM GEN. FUND | .00 | .00 | .00 | .00 | .00 |
| Total OTHER FINANCING SOURCES: | | .00 | .00 | .00 | 2,073 | 2,073 |
| LIBRARY EXPENSES | | | | | | |
| 211-45500-101 | WAGES - FULL-TIME | 92,747 | 93,415 | 62,188 | 85,937 | 23,749 |
| Budget notes: | | | | | | |
| Library Director & Library Assistant | | | | | | |
| 211-45500-102 | OVERTIME PAY | .00 | 22 | 23 | .00 | 23- |
| 211-45500-103 | WAGES - PART-TIME | 32,730 | 29,911 | 19,088 | 30,228 | 11,140 |
| 211-45500-111 | SEVERANCE PAY | 16,731 | 3,323 | .00 | .00 | .00 |
| 211-45500-121 | EMPLOYER FICA EXPENSE | 10,392 | 9,422 | 6,119 | 8,887 | 2,768 |
| Budget notes: | | | | | | |
| 7.65% | | | | | | |

| Account Number | Account Title | 2019 Pri Year 2 Actual | 2020 Pri Year Actual | 01/21-09/21 Cur YTD Actual | 2021 Cur Year Budget | 2021 Cur Year Unexpended |
|---------------------------------|------------------------------|------------------------------|----------------------------|----------------------------------|----------------------------|--------------------------------|
| 211-45500-122 | PERA CONTRIBUTIONS | 8,959 | 8,322 | 5,833 | 8,552 | 2,719 |
| Budget notes: 7.5% | | | | | | |
| 211-45500-131 | EMPLOYER PAID HEALTH INS | 29,789 | 11,064 | 8,652 | 20,412 | 11,760 |
| 211-45500-152 | WORKERS COMP BENEFITS | .00 | .00 | .00 | .00 | .00 |
| 211-45500-200 | LIBRARY OFFICE SUPPLIES | 2,431 | 1,179 | 820 | 2,200 | 1,380 |
| 211-45500-202 | COPY MACHINE SUPPLIES | .00 | .00 | .00 | .00 | .00 |
| 211-45500-203 | COMPUTER PRINTER SUPPLIES | 732 | .31 | .00 | 700 | 700 |
| 211-45500-211 | CLEANING & SANITARY SUPPLIES | 137 | 324 | 324 | 600 | 276 |
| 211-45500-220 | PROGRAM SUPPLIES | 1,708 | 1,865 | 1,580 | 2,800 | 1,220 |
| 211-45500-221 | WINTER READING PROG EXPENSES | .00 | .00 | 352 | .00 | 352- |
| 211-45500-310 | OTHER CONTRACTED SERVICES | 3,652 | 3,529 | 2,630 | 4,500 | 1,870 |
| 211-45500-321 | TELEPHONE-LIBRARY | 1,626 | 1,731 | 1,287 | 1,800 | 513 |
| 211-45500-322 | POSTAGE-LIBRARY | 136 | 131 | 90 | 300 | 210 |
| 211-45500-331 | TRAVEL EXPENSES | 1,428 | 41 | 328 | 500 | 172 |
| 211-45500-350 | PRINTING AND PUBLISHING | 200 | .00 | 55 | 300 | 245 |
| 211-45500-360 | INSURANCE | 4,257 | 4,789 | 3,325 | 4,250 | 925 |
| 211-45500-381 | UTILITIES-ELECTRIC | 2,193 | 2,044 | 1,583 | 3,300 | 1,717 |
| 211-45500-382 | UTILITIES-WATER/SEWER | 392 | 336 | 277 | 400 | 123 |
| 211-45500-383 | UTILITIES-GAS | 1,010 | 713 | 491 | 1,200 | 709 |
| 211-45500-384 | REFUSE DISPOSAL | 120 | 120 | 90 | 120 | 30 |
| 211-45500-401 | REPAIR/MAINT-BUILDINGS | 173 | 2,861 | 12 | 400 | 388 |
| 211-45500-404 | REPAIR/MAINT-EQUIPMENT | 1 | .00 | .00 | .00 | .00 |
| 211-45500-406 | REPAIR/MAINT-COMPUTERS | 4,145 | 5,799 | 4,145 | 4,145 | .00 |
| 211-45500-414 | LIMITED ACCESS LINE | 17,207 | 16,084 | 13,673 | 25,000 | 11,327 |
| 211-45500-415 | RENTALS-OTHER EQUIPMENT | 72 | 1,350 | 54 | 120 | 66 |
| Budget notes: | | | | | | |
| Water Cooler | | | | | | |
| 211-45500-430 | MISCELLANEOUS | .00 | .00 | .00 | .00 | .00 |
| 211-45500-432 | UNCOLLECTIBLE ACCOUNTS | .00 | .00 | .00 | .00 | .00 |
| 211-45500-433 | DUES & MEMBERSHIPS | 282 | 407 | 49 | 195 | 146 |
| 211-45500-434 | LEGACY GRANT EXPENDITURES | .00 | .00 | .00 | .00 | .00 |
| 211-45500-504 | BOOKS - GRANT FUNDED | .00 | 1,231 | 1,394 | .00 | 1,394- |
| 211-45500-505 | BOOKS,PERIODICALS,VIDEOS ETC | 10,841 | 6,583 | 7,052 | 11,000 | 3,948 |
| 211-45500-506 | PROCESSING MATERIALS | 1,239 | 653 | 870 | 1,200 | 330 |
| 211-45500-520 | C.O.-BUILDINGS-LIBRARY | .00 | .00 | .00 | .00 | .00 |
| 211-45500-570 | OFFICE EQUIP. & FURNISHINGS | 2,675 | 1,992 | .00 | .00 | .00 |
| 211-45500-575 | C.O.-COMPUTER EQUIPMENT | .00 | .00 | .00 | .00 | .00 |
| 211-45500-580 | C.O. OTHER EQUIPMENT | .00 | .00 | .00 | .00 | .00 |
| 211-45500-610 | INTEREST EXPENSE | 1,297 | 584 | 288 | 1,480 | 1,192 |
| Total LIBRARY EXPENSES: | | 249,301 | 209,855 | 142,672 | 220,526 | 77,854 |
| LIBRARY FUND Revenue Total: | | 233,563 | 232,060 | 145,431 | 230,668 | 85,236 |
| LIBRARY FUND Expenditure Total: | | 249,301 | 209,855 | 142,672 | 220,526 | 77,854 |
| Net Total LIBRARY FUND: | | 15,738- | 22,205 | 2,759 | 10,142 | 7,382 |
| Net Grand Totals: | | 15,738- | 22,205 | 2,759 | 10,142 | 7,382 |

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TO: Honorable Mayor and City Council members
FROM: Angie Boettcher, Administrative Assistant
DATE: 10/18/2021
SUBJECT: DEED Small Cities Loan Program

Attached are items that need to be approved for administration of the MN Department of Employment and Economic Development Small Cities Development Grant, for which the City of La Crescent has received \$552,000.00. Cindy Vitse from SEMCAC will be in attendance to answer any questions.

Resolution 2021 _____

**A RESOLUTION ADOPTING POLICIES FOR ADMINISTRATION OF MN DEPARTMENT OF
EMPLOYEMENT & ECONOMIC DEVELOPMENT SMALL CITIES DEVELOPMENT GRANT**

WHEREAS, the City of La Crescent has entered into an agreement with the State of Minnesota, Department of Employment and Economic Development for the allocation of grant funding by the United States Department of Housing and Urban Development under the Community Development Block Grant Program with the City of La Crescent acting as the legal sponsor for the project, and;

WHEREAS, the City of La Crescent has entered into an agreement with Semcac to coordinate and administer the program which includes owner occupied single family rehabilitation, and;

WHEREAS, certain guidelines, policies and procedures are required to enable Semcac and the City to achieve the goals of the Small Cities Development Program,

NOW, THEREFORE, BE IT RESOLVED, the City of La Crescent adopts the attached policies as listed herein, for the Small Cities Development Program:

| | | |
|--|--------------------------|----------------|
| Conflict of Interest Policy | Drug Free Policy | Section 3 Plan |
| Program Income Plan | Fair Housing Action Plan | |
| Excessive Force Policy | | |
| Residential Anti-Displacement and Relocation Assistance Plan | | |
| Affirmative Action/Equal Employment/Data Privacy/Sexual Harassment | | |

BE IT FURTHER RESOLVED, the City approves the Policies and Procedures Manual for SCDP Owner Occupied Program for the City of La Crescent and included for city approval and signatures is the Administrative Contract between La Crescent and Semcac.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of La Crescent on this _____ day of _____, 2021.

Mike Poellinger, Mayor, City of La Crescent

Bill Waller, City Administrator, City of La Crescent

Excessive Force Provision - 1990 HUD Appropriations Act

The excessive force provision was required initially by section 519 of the 1990 HUD Appropriations Act (Public Law 101-140). Under the 1990 Appropriations Act, no funds appropriated in the Act for the CDBG program could be awarded to any municipality that failed to adopt and enforce "a policy prohibiting the use of excessive force by law enforcement agencies within the jurisdiction of the municipality against any individuals engaged in nonviolent civil rights demonstrations." This provision did not amend the certifications required under Title I of the Housing and Urban Development Act of 1974, but applied only to the 1990 HUD appropriations for community development programs. HUD implemented this provision by requiring CDBG grantees to submit to HUD a certification that such a policy had been adopted and was being enforced.

Subsequently, section 906 of the National Affordable Housing Act (NAHA) of 1990 amended Title I of the Housing and Community Development Act of 1974 by adding a new certification entitled Protection of Individuals Engaging in Non-violent Civil Rights Demonstrations. The language imposed by the 1990 Appropriations Act was retained and additional language was added requiring units of government receiving CDBG funds to adopt and enforce "a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions." The Department interprets the law to mean that any unit of government receiving CDBG funds must adopt and enforce such a policy. Only the County signs the grant agreement and certifications which are sent to HUD. In order for units of government participating in the urban county consortium to show compliance with the statute, the provision is incorporated into the Cooperation Agreement between the County and participating unit of government. Since the adoption and enforcement of an excessive force policy is required by statute, the Department does not have the authority to waive this requirement.

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/rulesandregs/memoranda/baileyg93

City of La Crescent Small Cities Owner Occupied Rehab Loan Program 2021-2024
Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the Housing and Community Development Act of 1974, as Amended

The City of La Crescent anticipates participating in the Minnesota DEED Small Cities Development Program. Through this participation, Housing rehab will occur. The consequence of the proposed activity is that the potential for displacement exists, although it is not anticipated. The purpose of the Residential Anti-Displacement and Relocation Assistance Plan is to describe the steps the City of La Crescent shall take to mitigate the adverse effects of displacement on low and moderate-income persons.

I. The City of La Crescent will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, Part 570.606 and 24 CFR, Part 42. All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City of La Crescent to provide funds for an activity that will directly result in such demolition or conversion, the City of La Crescent will make public and submit to the Minnesota Department of Employment and Economic Development the following information in writing:

- A. A description of the proposed assisted activity;
- B. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activities;
- C. A time schedule for the commencement and completion of the demolition or conversions;
- D. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the City of La Crescent will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as possible;
- E. The source of funding and a time schedule for the provision of replacement dwelling units;
- F. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
- G. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of low and moderate-income households in the jurisdiction.

The City of La Crescent may request the Minnesota Department of Employment and Economic Development to recommend that the U. S. Department of Housing and Urban Development approve an exception to required replacement housing if there is an adequate local supply of vacant low/moderate-income dwelling units in standard condition. Exceptions will be reviewed on a case-by-case basis as described in 24 CFR, Part 570.488(c)(1)(B).

II. The City of La Crescent will provide relocation assistance, as described in 24 CFR, Part 570.488(c)(2), to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low/moderate-income dwelling unit to another use in connection with an assisted activity.

III. Consistent with the goals and objectives of activities assisted under the Act, the City of La Crescent will follow steps to minimize the displacement of persons from their homes.

IV. Definitions for the purposes of this plan are as follows:

A “**low/moderate-income dwelling unit**” is a unit with a market rent, including utility costs, that does not exceed the applicable fair market rent for existing housing and moderate rehabilitation, as established under the HUD Section 8 existing housing program. A “vacant occupiable dwelling unit” is a vacant unit that is in standard condition; or in substandard but suitable for rehabilitation condition; or in dilapidated condition and occupied less than three months from the date of the grantee agreement.

An “**Occupiable Dwelling Unit**” is a unit that is in standard condition or has been raised to a standard condition from a substandard condition, suitable for rehabilitation.

A “**Standard Condition**” dwelling unit is a unit which meets HUD Section 8 Housing Quality Standards (HQS) with no major defects in the structure and only minor maintenance is required. Such a dwelling will have the following characteristics: reliable roofs, sound foundations; adequate and stable floors, walls and ceilings; surfaces and woodwork that are not seriously damaged nor have paint deterioration; sound windows and doors; adequate heating, plumbing, and electrical systems adequate insulation; and adequate water and sewer systems, and not overcrowded (defined as more than one person per room).

A “**Substandard Condition**” dwelling unit is a unit if it does not meet HUD Section 8 Housing Quality Standards (HQS) which includes lacking the following: complete plumbing, complete kitchen facilities, efficient and environmentally sound sewage removal and water supply, and heating source. In addition, the dwelling may be overcrowded defined as more than one person per room).

A “**Substandard but Suitable for Rehabilitation Condition**” dwelling unit, at a minimum, is a dwelling unit that does not meet Housing Quality Standards (HQS) with some of the same features as a “substandard condition” dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage such as a leaking roof, deteriorated interior surfaces, and inadequate insulation.

A “**substandard but suitable**” dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a “Standard” dwelling unit.

Mike Poellinger, Mayor

Bill Waller, City Administrator

Date

Date

City of La Crescent Drug Free Policy

Acting on behalf of the above named grantee as its authorized official, I make the following certifications and agreements to the Department of Employment and Economic Development (DEED) regarding the sites listed below:

I certify that the above named grantee will provide a drug free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing a drug free awareness program to inform employees about the following:
 - (1) The dangers of drug abuse in a drug free workplace
 - (2) The grantee's policy of maintaining as drug free workplace
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making a requirement that each employee of the grant be given a copy of the statement required by Paragraph A.
- D. Notifying the employee in the statement required by Paragraph A that, as a condition of employment with the grant, the employee will do the following:
 - (1) Abide by the terms of the statement and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.
- E. Notifying the DEED field office within ten (10) days of receiving notice under subparagraph D (2) from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one (1) of the following actions within 30 days of receiving notice under subparagraph D (2) with respect to any employee who is so convicted.
 - (1) Taking appropriate personnel action against such employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of Paragraphs A through F.

The Drug Free Policy is adopted by the City of La Crescent this _____ day of _____, 2021.

Mike Poellinger, Mayor

Bill Waller, City Administrator

CITY OF LA CRESCENT SECTION 3 PLAN

LA CRESCENT - Section 3 Plan

The City of La Crescent in conjunction with Small Cities Development Program Grant # CDAP-20-0020-0-FY21, has the following plan to direct employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low and very-low income persons, particularly those who are recipients of government assistance for housing.

Section 3 is a HUD requirement that is intended to ensure that when employment or contracting opportunities are available on HUD funded projects, preference is given to low and very-low income persons or businesses. Being a Section 3 Business is not required; however preference is given to those businesses.

La Crescent, will attempt to recruit low income residents through at least one of the following: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within La Crescent in which the Section 3 covered program or project is located.

La Crescent will participate in the SCDP HUD program which promotes the training or employment of Section 3 residents and Women and Minority-Owned Businesses.

La Crescent will participate in a HUD program or other program which promotes the award of contracts to businesses which meet the definition of Section 3.

La Crescent will require all contractors to complete and submit the Section 3 Business Certification Form prior to awarding contracts. While being a Section 3 business is not required for the program, La Crescent will give preference to qualified, competitive Section 3 businesses.

The Section 3 Plan is adopted by the City Council for the City of La Crescent this ____ day of _____, 2021.

Mike Poellinger, Mayor

Bill Waller, City Administrator

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

City of La Crescent

Program/Activity Receiving Federal Grant Funding

Owner Occupied Housing Rehabilitation

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Projects will be located within the City limits of La Crescent

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Bill Waller

Title

City Administrator

Signature

Date

X

**CONTRACT FOR ADMINISTRATIVE SERVICES
BETWEEN THE CITY OF LA CRESCENT AND SEMCAC**

THIS CONTRACT for Administrative Services is between the City of La Crescent, hereinafter referred to as the “City”, and Semcac hereinafter referred to as the “Consultant”.

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the City and Consultant agree as follows:

I. Employment Clause:

It is agreed between the parties hereto that the City hereby retains and employs the Consultant to perform necessary services to carry out grant administration and program implementation in connection with the project, as defined in Paragraph II, and the Consultant agrees to perform said services, subject to the following terms and conditions, to wit:

II. Project:

Program Administration services shall be provided for the project described as:

La Crescent Housing Project

III. Basic Services of the Consultant:

As the Administering Agent for the above grant, the Consultant agrees to perform all tasks enumerated in Paragraph IV in a manner which will meet or exceed the terms and conditions imposed upon the City in the Small Cities Development Program Grant Agreement # CDAP-20-0020-0-FY21, to be administered between the dates of August 24, 2021 through September 30, 2024.

IV. Implementation:

The Consultant will implement programs authorized under the Small Cities Development Program Grant, within the respective limitations of the grant monies provided and/or in accordance with the following state and federal requirements:

A. Citizen Participation. Comply with all state and federal participation requirements.

B. Compliance with Regulations. In performing the provisions of this contract, the Consultant agrees to comply with all Federal, State, or Local laws, and all applicable rules, regulations, or standards, including those compliances listed in the City’s SCDP and/or CDBG application and Grant Agreement.

C. Project Planning. Coordinate the preparation of plans, specifications, contracts, budgets, and other agreements in a manner consistent with applicable state and federal laws and regulations for all project activities.

D. Project Implementation Services.

1. Owner Occupied Single Family Housing Rehabilitation Program

a. Develop Housing Rehabilitation Program Policy and Procedures and implement them in accordance with federal and state standards. This would include, but not be limited to, determination of eligibility, dwelling unit, assistance to property owners in obtaining bids,

inspections during construction and certification of completion for contractor payoff.

Subcontract with a lead certified firm to perform lead assessments and clearances on housing units.

b. The City and the Consultant mutually agree that a repayment agreement shall be executed as a mortgage securing each loan of monies provided under the Small Cities Development Program Grant to individual property owners for rehabilitation purposes. In regard to such mortgages and assignments, the Consultant agrees to prepare all documents and obtain all necessary signatures required for proper execution of such documents and record the same at the county recorder's office.

c. Consultant will be responsible for program accounting, environmental reviews, and reporting and monitoring project progress.

2. General Administration

a. The Consultant will provide advice and assistance to the City in establishing and maintaining files and records required under the Small Cities Development Program, in compliance with the requirements of the program, particularly the items listed in the Assurances signed by the City and included in the approved application.

b. The Consultant will provide advice and assistance to the City in implementing programs included in the project, as defined in the grant application.

c. The Consultant will provide advice and assistance to the City in meeting requirements of the Small Cities Development Program and other applicable federal laws and regulations.

d. The Consultant will provide advice and assistance to the City concerning budgetary, financing, programmatic, and operational issues and problems, including assistance in preparing budget estimates and financing recommendations.

e. The Consultant will provide advice and assistance to the City in developing an organizational and administrative structure for achieving program objectives.

f. The Consultant will provide interpretive information and guidance with regard to federal and state policies and regulations to the City.

g. The Consultant will provide advice and assistance to the City in coordinating and carrying out activities involving other public or private entities which are pertinent to achieving expressed development objectives.

h. The Consultant will provide to the City advice and assistance in carrying out environmental assessments and reviews of activities.

i. The Consultant will provide to the City advice and assistance in preparing needed graphic and narrative materials pertinent to program objectives.

j. The Consultants will prepare and submit Progress Reports as required to the Department of Employment and Economic Development.

k. At the completion of the project, the Consultant will prepare the required annual report according to state standards and will submit the report to the state.

E. Compliance with Equal Opportunity Regulations. Ensure that compliance with Section 3 of the Housing and Urban Development Act of 1968, Federal Equal Employment Opportunity Act and Executive Orders and Civil Rights Acts of 1964 is maintained. Also responsible for all Fair Housing and Equal Opportunity recordkeeping requirements required by the State of Minnesota, Section 3 Plan and Debarment Certification, Conflict of Interest, Drug-free Workplace, Prohibition of Excessive Force Policy, Anti-displacement and Relocation Plan.

F. Financial Recordkeeping and Control. Keep complete and accurate records of all claims and disbursements in accordance with the following procedures:

1. The Consultant will examine each claim and verify that the work has been done and/or materials actually provided for the project.
2. Disbursement Request Form prepared by the Consultant. The Consultant, in anticipation of cash needs, will prepare a Disbursement Request Form as required by the State.
3. Disbursement Request form submitted to the state. The City will obtain proper signatures and the City will submit requests to the state.
4. Payments to be made. Within three (3) days of the receipt of state monies, subject to any changes in state or federal regulations, the City will make payments authorized on each respective invoice.

V. Defend and Hold Harmless.

It is further agreed that the Consultant shall defend and hold the City harmless from any claims, demands, actions, or causes of action arising out of any act or admission on the part of the Consultant, its agents, servants, or employees in performance of, or with relation to, any of the work or services provided to be performed or furnished by the Consultant under the terms of this contract.

VI. Alterations.

Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties, and attached to the original of this contract.

VII. Waivers.

The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.

VIII. Contract.

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

IX. Records.

The City shall have full access to all records relating to the performance of this agreement.

X. Compensation.

In consideration of the prompt and efficient carrying out of the above activities, the City agrees to reimburse the Consultant dollar for dollar, for its actual administrative and project related costs in an amount not to exceed the maximum allowable \$72,000 for Administration, as specified by the State of Minnesota, Department of Employment and Economic Development, Community Development Division during the term of the contract, said monies to come through the Small Cities Development Program Funds. Accurate records of administrative costs shall be kept by the Consultant and billings shall be made at such times as are convenient to implement the City's requisition of funds from the State of Minnesota. For the purposes of this contract, administrative and project related costs are defined as follows:

A. Salary costs actually incurred by the Consultant for time expended in all phases of the project.

B. Mileage, supplies, telephone, computer equipment and publication costs.

C. Outside services: the cost of services performed by firms or persons acting as subcontractor to the Consultant shall be billed at invoice cost.

D. Proportionate share of allowable overhead expenses figured on a time extended basis, according to the Consultant's approvable indirect cost allocation plan. Indirect costs may include rent, utilities and supplies that cannot be allocated directly.

E. Costs incurred by the attendance at applicable Small Cities Development Conferences within the term of this contract, including registration fees and travel expenses. Conference attendance shall be for the purpose of gaining additional information on community development and regulations and program implementation.

XI. Schedule of Payments:

Payments shall be made to the Consultant as follows:

The Consultant may bill the City as projects and/or invoices are processed according to the percentage agreed upon by DEED in the full application.

XII. Extra Services:

Any service required by the project or requested by the City to be performed by the Consultant, beyond or in addition to those services described herein, shall be paid as agreed between the parties and added as an addendum to this contract.

XIII. Termination of Contract for Cause:

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this

Contract shall, at the option of the City become its property and the Consultant shall be entitled to receive just and equitable compensation for any work completed.

XIV. Termination for Convenience of the City:

The City may terminate this Contract at any time by giving at least ten days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 9 hereof relative to termination shall apply.

XV. Assistants:

It is understood that the employment of the Consultant by the City for purposes aforesaid shall be exclusive, but the Consultant shall have the right to employ such assistants as they may deem proper in the performance of the work.

XVI. Worker s Compensation Insurance:

For the purpose of this contract, the Consultant shall be deemed an independent contractor, and not an employee of the City, any and all employees of the Consultant or other persons while engaged in the performance of any work or services required by the Consultant under this contract, shall not be considered employees of the City; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or admission on the part of said employees or the Consultant shall in no way be the obligation or responsibility of the City.

XVII. Equal Opportunity in Employment:

In connection with the carrying out of this Contract, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Statute 214), Section 109 of the Housing and Community Development Act of 1974, and Amendments and Regulations issued thereto. Specifically, the Consultant agrees to the following:

- A. The Consultant will not discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of the nondiscrimination clause.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, color, or national origin.
- C. The Consultant will cause reference to, or the foregoing provisions to be inserted in all subcontracts for work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

XVIII. Provisions.

Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state law or to be otherwise invalid, both parties

agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.

XIX. ANTITRUST.

Contractor (Consultant) hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

NOTICE TO CONTRACTOR (Consultant): You are required by Minnesota Statutes, 1982, Section 270.66 to provide your DUN's number or Minnesota Tax Identification if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

Minnesota Tax ID: 9486807 Federal Employer ID: 41-0907135 Duns #: 066860073

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

By _____
Mike Poellinger, Mayor, City of La Crescent
315 Main St., PO Box 142
La Crescent, MN 55947

Date

By _____
Bill Waller, City Administrator, City of La Crescent
315 Main St., PO Box 142
La Crescent, MN 55947

Date

By _____
Douglas P. Grout, Executive Director
Semcac
204 S Elm St., PO Box 549
Rushford, MN 55971

Date

**CITY OF LA CRESCENT
SCDP PROGRAM 2021-2024**

CONFLICT OF INTEREST POLICY

No member of the governing body of the locality and no official, employee or agent of the local government or who exercises policy, functions as a decision-maker, or has responsibilities connected with the planning and implementation of the SCDP Program shall directly or indirectly benefit from this program. This prohibition shall continue for one year after an individual's relationship with the local government organization ends. For example, if a City Council member is a contractor, they cannot bid on any SCDP projects in their jurisdiction. Any person as stated above for contracting work may apply for an exemption to the rule. This request will be submitted to DEED Staff for review and approval.

NOTE: All applicants for the SCDP Program are required to complete a "Conflict of Interest Interview" form and the completed form will be kept in the applicant's file.

The Conflict of Interest Policy is adopted by the City of La Crescent this _____ day of _____, 2021.

Mike Poellinger, Mayor

Bill Waller, City Administrator

Prohibition of Excessive Force Policy

The City of La Crescent prohibits the use excessive force by law enforcement agencies within its jurisdiction against individuals engaged in nonviolent civil rights demonstrations.

The City of La Crescent also will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

Mike Poellinger, Mayor

Date

Bill Waller, City Administrator

Date

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

It is the policy and intent of the City of La Crescent to provide equality in employment to all persons. This policy expressing prohibits discrimination because of age, sex, race, creed, color, religion, national origin, political affiliation or opinion, marital status, status with regard to public assistance, disability, veteran status, arrest or conviction records or any other protected class in all aspects of its personnel policy, programs, practices and operations. Equal employment opportunity under this policy includes training, transfer, termination, education, layoffs, condition and privileges of employment and employment development programs, and all other areas of personnel activities, in accordance with applicable federal, state and local laws and regulations. This policy applies to all full-time, part-time, temporary and seasonal employees as well as to the use of all City facilities and participation in all City sponsored employee activities. It is the policy of the City Council and a directive to all employees to ensure implementation of this policy.

MINNESOTA DATA PRACTICE ACT (MN Statute, Chapter 13)

The City complies with the MN Data Practices Act which governs what information is public and what is confidential. Public information shall be made available to the public upon request within a reasonable time and during regular business hours. Documents and records not specified by law as public will not be shared with any outside persons or agency without the employee's informed consent or a valid court order. The Federal Equal Opportunity Commission and the MN Department of Human Rights may be authorized by federal or state law to receive private information in order to investigate specific complaints of employment discrimination. Personnel data may be given to labor organizations to the extent necessary to conduct elections, and to implement the Public Employees Labor Relations Act as well as to the Bureaus of Mediation Services, when it so orders. Unless the law provides to the contrary, and employee may review their personnel file.

SEXUAL HARASSMENT POLICY

The City will not tolerate sexual harassment of its employees by anyone – supervisors, other employees, officials or citizens. Further, the City will not tolerate sexual harassment of other individuals by its employees or its officials. The policy applies to all elected and appointed officials and all employees of the City of La Crescent. Courteous, mutually respectful, non-coercive interactions between men and women that are acceptable to both parties is not considered sexual harassment under this policy.

DEFINITION – Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of individual's employment, or:
2. Submission to or rejection of such conduct by an individual is used as the basis for any employment decisions affecting the individual, or:
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

CONDUCT – Examples of conduct and activity constituting sexual harassment include, but are not limited to: repeated and/or offensive sexual flirtations: sexually oriented advances, propositions, use of continuous or repeated verbal expressions of a sexual nature: use of offensive or sexually oriented language, which is over heard by others: graphic or verbal sexually oriented commentaries, use of sexually oriented or degrading words; and the display in the workplace of sexually suggestive objects or pictures. This also includes any electronic viewing of display of sexually suggestive objects or pictures. This also includes any electronic viewing of display of sexually explicit material as defined in Section VII and Appendix A on Communications.

REPORTING, INVESTIGATING & SANCTIONS – Victim's of alleged sexual harassment and third persons with knowledge or belief of conduct constituting sexual harassment and third persons with knowledge or belief of conduct constituting sexual harassment shall submit a written report of the offensive conduct or situation to a Department Head or the City Administrator and City Council Personnel Committee, depending on the source of the alleged harassment. All Department Heads are required to immediately report same to the City Administrator and City Council Personnel Committee in writing.

All allegations will be investigated and documented with reasonable efforts made to respect the confidentiality of the individuals involved. Appropriate disciplinary sanctions will be imposed in accordance with the terms of any applicable contract, statute or this personnel policy. No employee will be subject to any form of retaliation or discipline for pursuing a sexual harassment complaint. Appropriate disciplinary sanctions will also be imposed against any individual who retaliates with any form of intimidation, reprisal or harassment, against any person who testifies, assists or participates in any investigation of a sexual harassment complaint.

The Affirmative Action/Equal Employment Opportunity Plan is adopted by the City of La Crescent this _____ day of _____, 2021.

Mike Poellinger, Mayor

Bill Waller, City Administrator

La Crescent Small Cities Rehab Program Fair Housing Action Plan

Grant Number: CDAP-20-0020-0-FY21

Applicant Name: City of La Crescent, MN

The purpose of this plan is to formally declare the conviction and intention of the City of La Crescent to achieve the aims of the Fair Housing Act and to assist the Secretary of Housing and Urban Development for the promotion and assurance of equal opportunity in housing without regard to race, color, religion, sex, handicap, familial status, national origin or public assistance status. The City of La Crescent will comply with this Fair Housing Action Plan for the next 3 years or through the duration of this grant period. For the purpose of this plan the following definitions shall apply.

1. Discriminatory housing practices means: any act that is unlawful under the Fair Housing Act.
2. Dwelling unit means; any building, structure or portion thereof, which is occupied as, or designed or intended for occupancy as, a residence by one or more families.
3. Fair Housing means: Title VII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 36000-3620).
4. Familial status means: one or more individuals (who have attained the age of 18 years) being domiciled with:
 - a. A parent or another person having legal custody; or
 - b. The designee of such parent or other person having such custody, with the written permission of such parent or other person.
5. Handicap means: with respect to a person, a physical or mental impairment which substantially limits one or more major life activities.

It will be the plan of the City of La Crescent to formally support equal opportunity for all residents or persons who wish to become residents of the City, and to ensure their rights to obtain decent, safe and sanitary housing. The City of La Crescent will not tolerate discriminatory practices within its jurisdiction. The following practices have been declared to be discriminatory and unlawful under the Fair Housing Act:

1. To refuse to sell or rent or negotiate for the sale or rental of any property based on race, creed, color, sex, religion, national origin, marital status, familial status, handicap, or in regard to public assistance.
2. Discrimination in terms, conditions, and privileges and in services and facilities.
3. Engage in any conduct which makes dwelling units unavailable or denies dwellings to persons.
4. Make, print, or publish, or cause to make, print or publish discriminatory advertisements.

5. To represent that dwelling unit is not for sale or rent when in fact it is.
6. To engage in blockbusting.
7. To deny access to or membership or participation in, or to discriminate against any person in his or her access to or membership or participation in, any multiple-listing service, real estate broker's association, or other service organization or facility relating to the business of selling or renting a dwelling or in the terms or conditions or membership or participation.

Whenever a complaint alleging discriminatory housing practice is received within the jurisdiction of the City of La Crescent, the City will assist households who may have been discriminated against by providing the following services:

1. The City of La Crescent and its agents will post Fair Housing information in public places and will provide information in the Spanish language.

This Fair Housing Plan is adopted by the City Council for the City of La Crescent this _____ day of _____, 2021.

Mike Poellinger, Mayor

Bill Waller, City Administrator

SECTION 3

Section 3 Requirements

All grantees must have a written plan in place to indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons (<80% of AMI), particularly those who are recipients of government assistance for housing.

These efforts could include:

1. Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which the Section 3 covered program or project is located, or similar methods.
2. Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
3. Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
4. Others

Grantees must have a written Section 3 plan in place prior to starting projects. DEED requires that Grantees have all potential contractors complete the Section 3 Business Certification Form. The plan and Certification Forms will be checked at grant monitoring. If a contractor is working on more than one project, they do not have to complete the form multiple times. If a business is on the community's Section 3 list, they do not need to provide further documentation.

-Sample Section 3 Plan-

Frostbite Falls Section 3

The City of Frostbite Falls, in conjunction with Small Cities Development Program Grant #CDAP-09-1234-O-FY10, has the following plan to direct employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 is a HUD requirement that is intended to ensure that when employment or contracting opportunities are available on HUD funded projects, preference is given to low- and very low-income persons or businesses. Being a Section 3 Business is not required, however preference is given to those businesses.

Frostbite Falls will attempt to recruit low-income residents through at least one of the following: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within Frostbite County in which the Section 3 covered program or project is located, or participate in the one of the HUD program or other program which promotes the training or employment of Section 3 residents, or will participate in a HUD program or other program which promotes the award of contracts to businesses which meet the definition of Section 3.

Frostbite Falls will require all contractors to complete and submit the Section 3 Business Certification Form prior to awarding contracts. Frostbite Falls will keep a list of Section 3 businesses. While being a Section 3 business is not required for the program, Frostbite Falls will give preference to qualified, competitive Section 3 businesses.

Section 3 and Women or Minority-Owned Business Certification Form

Section 3 is a HUD requirement that is intended to ensure that when employment or contracting opportunities are available on HUD funded projects, effort is given to make the opportunities available to persons or businesses earning less than 80% of area median income (AMI) as provided by local administrator. Hiring a woman, minority-owned, or Section 3 Business is NOT required. However HUD assigns yearly goals to DEED for participation from these businesses.

Name of Business _____ Owner(s) of Business _____
 Type of Business _____ Address of Business _____
 City _____ County _____ State _____ Zip Code _____ Telephone _____

Please answer the following questions:

1. Is your business owned by a person(s) with an annual income below 80% of area median income(AMI)? (local administrators should attach income chart)
 Note: If there is more than one owner, at least 51% ownership must be by a person(s) below that income level.
☐ Yes Go to Question 2.
☐ No Go to Question 3.
2. What is the 80% AMI or less income owners(s) name(s)? _____. Skip questions 4&5, provide signature, and answer additional required questions.
3. Are 30% of full-time employees earning below 80% area median income?
☐ Yes Skip Question 4 and provide signature and answer additional required questions.
☐ No Go to Question 4.
4. Can you provide documented evidence that if your business does sub-contracting, that more than 25% of the dollar value of all contracts will go to those businesses that are at or below 80% of the area median income?
☐ Yes Sign and date this form and answer additional required questions.
☐ No Sign and date form.

If you answered no to all these questions, you are not a Section 3 Business. You do not have to be a Section 3 Business in order to work on HUD projects.

5. Is your business 51% or more minority or women owned?
☐ Yes
☐ No

Business Owner Signature _____

Date _____

If you certify that you are a Section 3 Business, complete the following questions

1. Number of New Hires _____
2. Percentage of New Hires with income below 80% of area median income _____
3. Percentage of New Hire hours completed by persons earning income below 80% of area median income _____
4. Percentage of total staff hours completed by Section 3 Employees and Trainees _____
5. Number of Section 3 Trainees _____
6. In any, what trades do the Section 3 new hires/employees work?
 Examples: Professionals, technicians, office/clerical, construction. If construction, please indicate specific trade(s). _____

It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**CITY OF LA CRESCENT SCDP OWNER OCCUPIED REHAB PROGRAM 2021-2024
PROGRAM INCOME AND LOCAL FUNDS REUSE PLAN**

Program Income is defined as any income equal to or exceeding \$35,000 in a federal fiscal year (10/1 – 9/30) received by the Grantee from the CDBG (SCDP and federal Minnesota Investment Fund). Any income received from a SCDP grant under \$35,000 in a federal fiscal year, is not Program Income, but must be reused for an approved purpose.

The residential loan agreements will stipulate that if an applicant sells their dwelling within seven (7) years of receiving a rehabilitation deferred loan, they must repay all or a portion of the deferred amount. The repayment agreement will stipulate that the full amount will be repaid in years 1 and 2 and will decrease 20% per year until totally forgiven after seven (7) years.

Program Income and local funds generated from the grant will be dedicated to a revolving loan fund set up by the City of La Crescent. This account will be used for any eligible and approved SCDP activities in La Crescent that are consistent with the Grantee's application and as approved by DEED.

This recapture and reuse of funds in a consistent manner as established within the SCDP application will provide an ongoing positive impact on redevelopment in the City of La Crescent.

If a Grantee has an open SCDP grant and receives income (Program Income or not) from that SCDP grant, or previous SCDP grants that are now closed, the amount received must be used for grant activities prior to drawing awarded funds. Program Income will be subtracted from the amount requested on the Disbursement Request Form (DRF). After closeout, any program income and interest earned will be tracked and reported annually by the City of La Crescent on a form provided by DEED.

Post Closeout Program Income Report will be accurately completed and submitted to the Minnesota Department of Employment and Economic Development (DEED) by October 15 each year.

The Program Income and Local Funds Generated Plan is adopted by the City of La Crescent this _____ day of _____, 2021.

Mike Poellinger, Mayor

Bill Waller, City Administrator

3.2

TO: City Council

FROM: Jason Ludwigson, Sustainability Coordinator

DATE: October 18th, 2021

RE: Planning Commission Minutes

Attached are the minutes from the October 5th, 2021 Planning Commission meeting. At the October 5th meeting the Planning Commission voted to approved the final plat for 427 South 3rd Street. The Planning Commission reviewed and voted to approve the final plat for Horsetrack Meadows West, 856 Bridle Lane. Conditions for approval and findings are included in the minutes. Consideration of the final plat for Horse Track Meadows West will be considered at the November 8th City Council meeting. The last item the Planning Commission addressed was a variance for 444 Backstretch court. The Planning Commission voted to approved the variance request.

TO: Planning Commission Members
Honorable Mayor and City Council members
FROM: Angie Boettcher, Administrative Assistant
DATE: October 6, 2021
RE: Meeting Minutes from October 5, 2021

The Planning Commission met at 5:30 p.m., on Tuesday, October 5, 2021 in the City Council Chambers at City Hall. The following members were present: Dave Hanifl, Annie Stoecklein, Jerry Steffes, Ryan Stotts, Dave Coleman, and Greg Husmann. City Attorney, Skip Wieser, Council Member, Dale Williams, City Sustainability Coordinator, Jason Ludwigson, Building/Zoning Official Shawn Wetterlin, and City Administrative Assistant Angie Boettcher were also in attendance. Mike Welch was absent.

1. The meeting was called to order by Chair Hanifl who asked for a motion to approve the August 3, 2021 minutes.

Following discussion Member Husmann made a motion, seconded by Stoecklein to approve the minutes.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Husmann – Yes
Stoecklein – Yes
Stotts – Yes
Steffes – Yes
Coleman – Yes
Hanifl – Yes

2. At 5:35 the Planning Commission held a Public Hearing to approve the Final Plat/Administrative Subdivision for 427 South 3rd Street.

Chair Hanifl opened the meeting.

Max Wieser, representing Wieser Construction spoke in regards to the final plat. Member of the public, Bill Goff also spoke.

Chair Hanifl closed the meeting.

Following discussion Member Husmann made a motion, seconded by Stoecklein to approve the Final Plat with the following Findings.

Findings:

1. The request will not alter the essential character of the locality.
2. The property owner proposes to use the property in a reasonable manner permitted by the zoning ordinance in residential areas to wit, residential housing.
3. The request is in harmony with the general purposes and intent of the ordinance and consistent with the comprehensive plan by improving the housing stock.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Husmann – Yes
Stoecklein – Yes
Stotts – Yes
Coleman – Yes
Steffes – Yes
Hanifl – Yes

3. At 5:45 the Planning Commission held a Public Hearing for the Final Plat at Horsetrack Meadows West, 856 Bridle Lane.

Chair Hanifl opened the meeting.

Developer, Mike Sexauer spoke in regards to the Final Plat.

Chair Hanifl closed the meeting.

Following discussion Member Husmann made a motion, seconded by Coleman to approve the Final Plat with the following possible Conditions and Findings.

Conditions for approval:

1. The applicant must secure all necessary permits before construction begins including a sanitary sewer extension permit (MPCA), water main extension permit (MDH) and NPDES storm water permit if required. The Owner, or their representation, will be responsible for permit compliance.
2. The final grading plan and utility plan showing the proposed water, storm sewer, and sanitary sewer has been submitted. Comments on the plans are included in the attachments. Also, grading plan should include drainage arrows.

3. An Engineer's Opinion of Construction Costs needs to be updated to reflect recent bidding costs. The opinion submitted does not reflect costs that we've seen recently.
4. A construction schedule should be submitted for this project for inclusion in the Development Agreement.
5. Sanitary sewer and watermain connection fees and cost participation will need follow the draft development agreement between the city and the Owner.
6. A 10' utility easement should be added to the north line of the plat.
7. Development Agreement be in place to the satisfaction of the City Attorney, City Administrator, City Engineer, and City Council requiring the developer to install the improvements. Development agreement should address the following:
 - a. Developer's engineering estimate for the utility and road extension ("Utility Plan").
 - b. Drainage easements to be identified on plat-it appears utility easements are identified.
 - c. Financial guarantee for the benefit of the City in the amount of 115% of the utility extension and road extension estimates.
 - d. Two (2) year Developer Warranty on improvements from date of City acceptance.
 - e. Improvements to be dedicated to the city
 - f. Construction observation to be included in Developer agreements. WHKS to provide estimate for construction observation with cost paid by Developer or specially assessed.
8. That plat be joined in by any mortgagee of record, or alternatively Lot 54 be released from any existing mortgage.
9. No site work shall commence until after approval of the final plat.
10. No lots in Horsetrack Meadows West will be sold until final plat is recorded.
11. That the restrictive covenant prohibiting development of City owned land to the east of the entrance road be removed from the HTM Development Agreement.

Findings:

1. The property owner proposes to use the property in a reasonable manner permitted by the Zoning Ordinance.
2. The request is in harmony with the general purposes and intent of the ordinance and consistent with the comprehensive plan.
3. The basic layout of streets and lots are acceptable.
4. The property commonly referred to as the "Horsetrack Meadows" and "Horsetrack Meadows West" were annexed by the City in September 2016 in order to make sure future development was done in the city.

5. In July 2019, the City of La Crescent approved an amendment to its Sewer Conveyance Agreement with the City of La Crosse to provide municipal sewer to the Horsetrack Meadows property.

6. Developer has demonstrated an increased need in single family housing inventory within the city of La Crescent. Further the need for multi-family/apartment building is being satisfied before other developments within the city.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Husmann – Yes

Stoecklein – Yes

Stotts – Yes

Coleman – Yes

Steffes – Yes

Hanifl – Yes

4. At 6:00 the Planning Commission held a Public Meeting for a Variance application at 444 Backstretch Court.

Chair Hanifl opened the meeting.

Property owner, Peggy Trueblood and Architect, Dave Holstrom spoke in regard to the Variance Request.

Chair Hanifl closed the meeting.

Following discussion Member Stoecklein made a motion, seconded by Stotts to approve the Variance application with the following criteria.

CRITERIA FOR GRANTING VARIANCE

444 Backstretch Court

Zoning Ordinance states the following:

A variance is a modification or variation of the provision of this zoning code as applied to a specific piece of property.

Subd. 2.

A. Variances shall only be permitted

1. when they are in harmony with the general purposes and intent of the ordinance,
and
2. when the variances are consistent with the comprehensive plan.

- B. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

Subd. 3. "Practical difficulties," as used in connection with the granting of a variance, means that

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
2. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
3. The variance, if granted, will not alter the essential character of the locality.

1. Is the request in harmony with the general purposes and intent of the ordinance?

The variance **is** in harmony with the purpose and intent of the zoning ordinance based on the following findings of the Planning Commission because: the intended use will continue as single family.

2. Would granting the variance be consistent with the Comprehensive Plan?

Granting the variance **is** consistent with the Comprehensive Plan because: as the variance permits single family dwellings with single housing with the City of La Crescent.

Practical Difficulties Analysis

3. Does the property owner propose to use the property in a reasonable manner not permitted by the ordinance?

The property owner **does** propose to use the property in a reasonable manner not permitted by the ordinance, given the purpose of the protections because: the property owner does purpose to use the property in a reasonable manner. The present cul-de-sac does not have adequate street parking when the property owner has visiting family members. This is a uniquely shaped lot that is approximately seventy-five percent (75%) of an acre. The lot has a relatively small street frontage compared to some other lots in the development. Allowing the house to be placed further back eliminates the need to crowd the street in front of the other adjoining houses. On a cul-de-sac, houses will not line up with each other in any case.

4. Is the plight of the land owner due to circumstances unique to the property owner not created by the landowner?

There **are** circumstances unique to the property that would prevent compliance with the ordinance because: the property owner did not create this situation. See response to No. 3 above.

5. Would granting the variance allow the essential character of the locality to stay the same?

Granting the variance **will not** alter the essential character of the locality because: currently there are no houses immediately adjoining this property. The house on a cul-de-sac will not line up perfectly anyway. The use of the property will remain the same, single-family residence. See response to No. 3 above.

Upon a roll call vote, taken and tallied by the Sustainability Coordinator, all members present voted in favor.

Husmann – Yes
Stoecklein – Yes
Stotts – Yes
Coleman – Yes
Steffes – Yes
Hanifl – Yes

5. Sustainability Coordinator, Jason Ludwigson reviewed the Rules and Bylaws of the Planning commission.

This was informational only and no action was taken.

6. Consensus to adjourn at 6:46 pm.

3.3

TO: City Council

FROM: Jason Ludwigson, Sustainability Coordinator

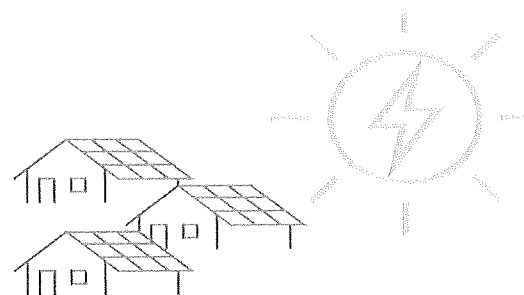
DATE: July 19th, 2021

RE: Solar Ready Home Certification

Attached you will find a copy of the Solar Ready Home Certification. The Solar Ready Home Certification has been reviewed and amended with assistance from the GreenSteps Committee, city staff, the Minnesota Department of Commerce, Great Plains Institute, University of Minnesota, local solar installers and electricians. The goal of the Solar Ready Home Certification is to incentivize property owners to make low-cost installations of the infrastructure needed to make a building solar ready. Installing the components in the construction phase is more cost effective than installing them after construction is completed. The Solar Ready Home Certification would come with a rebate for property owners of \$50. The rebate would come from the building permit for the property and would be awarded once the Solar Ready Home Certification is verified by the developer and city inspector.

Solar Ready Home Certification

City of La Crescent, MN



Address:

| | Array Location | Developer Verified |
|------|--|--------------------|
| 1.1 | Designate a proposed array location and square footage on architectural diagram. | |
| 1.2 | Identify that the array location faces within 90 degrees of due south. | |
| 1.3 | Identify the roof pitch: _____ | |
| 1.4 | Conduct a shading analysis of existing or potential future obstructions documenting impacts on the proposed array location. | |
| | Code | Developer Verified |
| 2.1 | Provide code-compliant documentation of the maximum allowable dead load and live load ratings of the existing roof. | |
| 2.2 | Document compliance with fire code standards in terms of house and garage roof setbacks. | |
| | Architectural Components | Developer Verified |
| 3.1 | Install and label a 4'x4' plywood panel area for mounting an inverter and balance of system components. | |
| 3.1a | Install and label a 4'x4' outdoor rated plywood panel outside, within 10' of the main meter for mounting utility specified balance of system equipment. | |
| 3.3 | Install a 1" metal conduit for the DC wire run from the designated array location to the designated inverter location. | |
| 3.4 | Install a 1" metal conduit from designated inverter/microinverter location to electrical utility point of interconnection. | |
| 3.5 | Leave a minimum of two circuit spaces in the bottom left of the service panel for solar. | |
| 3.6 | Submit architectural drawing and riser diagram of the PV system components. | |
| | Shading Prevention | Developer Verified |
| 4.1 | Verify that the landscaping plan uses low growing trees or otherwise avoids shade on the array in the future. | |
| 4.2 | Place roof penetrations above or to the side of the south roof, or on the north slope of the structure if possible to prevent casting shadows on the array location. | |
| 4.3 | Premise ground easily marked and accessible. | |

| | | |
|-----------------|------------|-------|
| Developer: | Signature: | Date: |
| City Inspector: | Signature: | Date: |

DRAFT

What is a Solar Ready Home Certification?

This Solar Ready Home Certification is offered by the City of La Crescent, MN to recognize newly developed homes as being Solar Ready. Developers can complete the items on this checklist throughout the build process to allow for easy solar installation in the future. This certification will be kept in the City's file to allow for streamlined Solar PV Permitting.

City of La Crescent Contacts

City of La Crescent

Shawn Wetterlin, Building & Zoning Official
507-895-4409
swetterlin@cityoflacrescent-mn.gov

Jason Ludwigson, Sustainability Coordinator
507-313-9633
jludwigson@cityoflacrescent-mn.gov

Xcel Energy

Residential Customer Service
800-895-4999

MiEnergy Cooperative

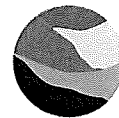
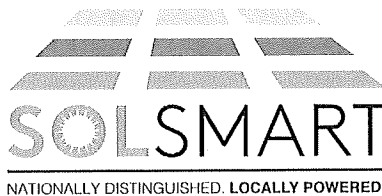
Kent Whitcomb, V.P. Member Services
507-864-9266
www.mienergy.coop

Minnesota Residential Solar Installers Directory

www.cleanenergyresourceteams.org/tools-guides/directory



Growing from River to Ridge



**GREAT PLAINS
INSTITUTE**


Better Energy. Better World.

- *This certification is modeled by the Great Plains Institute after the 2011 EPA EnergyStar Solar Photovoltaic RenewableEnergy Ready Home Checklist. Funding for this project was provided by SolSmart.*
- *This certification is advisory only and is not a guarantee of permit approval for future solar installation*

DRAFT

3.4



TO: Honorable Mayor and City Council Members
FROM: Bill Waller, City Administrator 
DATE: October 19, 2021
RE: Personnel Committee Recommendations

The Personnel Committee has the following recommendations for consideration by the City Council:

1. On September 23, 2019, the City Council approved a waiver to the response time requirements included in the Rules and Regulations of the Fire Department for Fire Chief Tom Paulson. The waiver was for a one-year trial period, at which time the waiver would be reviewed and evaluated and a potential extension considered. In approving the waiver, the City Council made the finding of fact that no undue hardship or hazard would result to the citizens served by the Fire Department.

In September of 2020, the City Council reviewed the waiver, and granted a one-year waiver to the response time requirement for Fire Chief Tom Paulson. The waiver runs through October 31, 2021. In approving the waiver, the City Council reaffirmed the findings of fact that were referenced in 2019.

The Personnel Committee is again recommending that the City Council approve an additional one-year waiver to the response time requirement for Fire Chief Tom Paulson. The waiver would run through October 31, 2022. The Personnel Committee cites the same finding of fact as was included in the motion from September 23, 2019.

We are suggesting that members of the City Council that are on the Fire Department consider abstaining from voting on this recommendation.

2. The Personnel Committee is recommending that the City Council approve an increase to the monthly salaries for the City Council and Mayor. Presently City Council members earn \$400 per month and the Mayor earns \$500 per month. The last increase in the salary for these positions occurred in January of 2009.

The Personnel Committee is recommending that the salary for members of the City Council be increased to \$500 per month, and that the salary for the Mayor be increased to \$600 per month. The proposed increase would take effect January 1, 2023.

The City Attorney will review at the meeting the process and requirements to increase the salary for these positions.



WIESER LAW OFFICE, P.C.

ATTORNEYS AT LAW
WIESER PROFESSIONAL BUILDING
33 SOUTH WALNUT - SUITE 200
LA CRESCENT, MN 55947

KELLY M. IVERSON
AL "SKIP" WIESER, III

PHONE: (507) 895-8200
FAX: (507) 895-8458

AL WIESER, JR.
Emeritus

TO: Honorable Mayor and City Council Members

CC: Bill Waller, City Administrator

FROM: Skip Wieser, City Attorney

DATE: October 20, 2021

RE: City Ordinance Establishing Salaries for Mayor & Members of City Council

Attached for Council's consideration find Ordinance No. 554. This ordinance would increase the pay of the Mayor and members of the City Council by One-Hundred 00/100 Dollars (\$100.00) per month. Ordinance No. 437 was the last ordinance establishing the salaries for the Mayor and members of the City Council. This ordinance was adopted in December 2007 and became effective January 2009. The current ordinance would not become effective until January 2023. Ordinances increasing the salary of the Mayor and members of the City Council cannot take effect until following the next municipal election which is scheduled for November 2022. This will be reviewed with the City Council at the upcoming City Council meeting.

ORDINANCE NO. 554

**AN ORDINANCE OF THE CITY OF LA CRESCENT ESTABLISHING SALARIES
FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL**

The City Council of the City of La Crescent, Houston County, Minnesota, hereby ordains:

SECTION I. SALARY OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL – The salary of the Mayor of the City of La Crescent is hereby established to be \$7,200.00 per annum, payable \$600.00 per month, and the salary of the members of the City Council shall be \$6,000.00 per annum, payable \$500.00 per month.

SECTION II. SPECIAL MEETINGS COMPENSATION – There shall be no remuneration for Council members who attend duly convened special meetings of the City Council.

SECTION III. REPEAL – Ordinance No. 437 and any amendments thereto are hereby repealed upon the provisions of this ordinance becoming effective.

SECTION IV. EFFECTIVE DATE – This ordinance shall become effective upon its due passage and enactment, and publication from and after January 1, 2023.

PASSED AND ENACTED this 25th day of October, 2021.

Mayor

ATTEST:

City Administrator

3.5



TO: Honorable Mayor and City Council members
FROM: Angie Boettcher, Administrative Assistant
DATE: 10/19/2021
SUBJECT: Fall/Winter Newsletter

Attached is the Fall/Winter issue of the city newsletter. My plan is to mail them out by the first of November.



LA CRESCENT CITY NEWS

Visit our Website www.cityoflacrescent-mn.gov

Fall/Winter 2021

La Crescent Fire Department Celebrates 100 years



The year 2020 marked the 100 year anniversary for the La Crescent Fire Department. Unfortunately, due to COVID, the celebration was not able to take place until this year. Despite the rainy day, fun was had by all. Thank you to everyone that turned out to help the La Crescent Fire Department celebrate this milestone.



Wagon Wheel Pedestrian Bridge Update

Construction on the Wagon Wheel Pedestrian Bridge Over Hwy 14/61 will begin this fall and continue through the winter and into next year.



Support your Local DMV



Did you know that the City Of La Crescent DMV operates through reimbursements from the State of Minnesota? This is accomplished through the filing fees that are collected when you do your transactions in person, such as tab renewals, title transfers and driver's license renewals. Did you know that you do not need to be a Houston County resident to use our local DMV? Our La Crescent DMV office can serve any Minnesota resident. The La Crescent DMV thanks you for your continued support and looks forward to seeing you soon.

Neighbor's Night Out 2021

The La Crescent Police Department was very excited to have a traditional Neighbor's Night Out on August 3rd estimating about 1000 community members having been in attendance. This event is about much more than just public safety and is always a highlight for the La Crescent Police Department to host.

Thank you to all of the generous businesses and residents who make this event possible. If your organization wishes to participate in future events, please contact the La Crescent Police Department (507) 895-4414, and we can discuss details.



ADOPT-A-DRAIN IN YOUR NEIGHBORHOOD

La Crescent is excited to partner with Hamline University and the Adopt-A-Drain program. Would you like to sign up for the Adopt-a-Drain program? Storm drains flow directly to local lakes, rivers, and wetlands, acting as a conduit for trash and organic pollutants. Adopt-a-Drain asks residents to adopt a storm drain in their neighborhood and keep it clear of leaves, trash, and other debris to reduce water pollution.

By adopting a drain, you're committing to keeping the drain and the area around it clear of leaves, trash, and other debris for the next year—and hopefully longer. There's no specific requirement for how often you need to sweep up. Most people clear their drain about twice a month, but be sure to check the drain before and after it rains, and when the snow begins to melt.

For more information on the Adopt-A-Drain program visit: mn.adopt-a-drain.org.

Keeping our Storm Sewers Clean: What is an Illicit Discharge?



Anything that goes into the storm sewer system that is not storm water is considered an illicit discharge including but not limited to: paint, grass clippings and leaves, pet waste, motor oils, lawn chemicals, and sidewalk deicers.

How do I Report an illicit discharge?

Step 1. Observe from a safe distance. DO NOT touch or smell the substance.

Step 2. Notify the Non-Emergency Police Dispatch at 507-895-4414 (Available 24/7). In case of an emergency, call 911.

Step 3. Provide the following information: your name, phone number, discovery/incident time, date, and location, description of material, and source if known, estimated extent of the problem, take photographs of the scene and send them to: www.lacrescentwwtp@gmail.com

Water Curb Stops On Your Property



A curb stop is used to control the water supply from the city water main to inside your property. The curb stop would most commonly be utilized if you have a leak on the property or if your plumber is working inside the house and the main control valve is no longer working.

Curb stops are usually located near the front of your property line.

The curb stop is an essential piece of equipment. It is utilized when a leak or other serious event can't be handled by turning off a shutoff valve at the fixture itself. For instance, when you have a leak in your structure's interior supply lines after a pipe breaks due to freezing weather. Turning off a fixture shutoff valve won't control the flow of water at that point because it's after the break. You would need to shut off the water at the curb stop, which is also referred to as the main shutoff valve.

There may be instances when the curb stop cannot be found because it is buried, bent, or broken. Things that can obscure the curb stop valve cover include grass or roots, improper placement of concrete or asphalt, or physical damage. Without a working curb stop there is no way to turn off the water.

The curb stop valve on your water service line might never get used. However, a curb stop valve is a quick way to shut off the water going into your house in an emergency, and can save you from property damage.

You, as the property owner, are responsible for your curb stop shut off valve. Please check to make sure that you know where yours is located and that it is visible and in working order. If it is not, then it is important that you speak with a licensed plumber to resolve any curb stop related issues.

Building Permits

All permits for the City are now done online. Visit our website at: www.cityoflacrescent-mn.gov 'Administration' tab, 'Building & Zoning' sub-tab. If you are unsure if a permit is required, please call 507-895-2595 and ask for the Zoning Department.

Keep Sidewalks shoveled

Snow needs to be removed from sidewalks (full width) within 24 hours of a snowfall.

Keep Trees Trimmed

Please keep trees trimmed back to the edge of the road/back of the curb to a height of 13'-6" to allow emergency vehicles to access your property and your neighbors.



Prescription Drug Drop-off Box

The Prescription Drug Drop-off box is located in City Hall and may be accessed during regular business hours 7:30 am - 6:00 pm M-Th. Meds can remain in their original containers. No need to remove or mark-out the labels. This is a confidential disposal unit. ***No liquids or needles accepted.***

La Crescent Public Library

Monday - Friday
(10:00 am - 6:00 pm)

Saturday
(10:00 am - 2:00 pm)



Open to the public. Masks are required in the library for all staff and patrons ages 5+.

For more information visit the La Crescent Library Website at: www.lacrescent.lib.mn.us

Register Your Pets

Dogs and cats within City limits must be registered at City Hall annually, by January 15th. Proof of rabies needs to be presented at time of registration.

Spayed/Neutered - \$10.00 per pet
Not Spayed/Neutered - \$15.00 per pet
Multi-Pet Permit - \$25.00 + license fee per pet. (3 or more of one species)

Recycling Cart Collection

A few things to remember:

- Recycling pick up is every other Wednesday
- Please have the carts out by 7 a.m. on the designated collection day
- All recycling must fit inside the cart
- Carts need to sit on a level surface (Do not place on top of a snow bank)
- If your recycling was not picked up please contact **Hilltopper Refuse and Recycling** directly at 608-783-6727

For more information about the **recycling cart and calendar of pick up dates** view our website www.cityoflacscent-mn.gov 'Refuse & Recycling' tab and then directly under the Refuse & Recycling Pickup tab select the link for the 'Recycling Bin Information'

City Compost Site and Recycling Center

The **City Compost Site**, for the deposit of your trees, leaves and grass. (Located on Main St. just beyond Classic Rock) is open:

Summer (Starts 1st Monday in April)

Monday 2 – 7 PM

Saturday 8 – 3 PM

Fall (1st Thursday in Oct thru last Thursday in Nov)

Mondays 2 – 7 PM

Thursdays 2 – 7 PM

Saturdays 8 – 3 PM

Winter (starts 1st Saturday in Dec)

SATURDAYS ONLY 8 - 3 pm

The **Recycling Center** - operated by Houston County (160 S. 3rd St., Take Chestnut St. to south side of 'City-Door' previously known as the Commodore or Flea Market building. Site is located behind building and across the railroad tracks.) is open Thursdays from 10:00 a.m. until 6:00 p.m. and Saturdays 8:00 a.m. to 3:00 p.m. For questions please call: 507-725-5800



Thank you to the groups and individuals that made donations to support City events and projects throughout the year. Including but not limited to, Neighbors Night Out, La Crescent Fire Department, and City parks and playgrounds.

Pictured: Jim Nissen from Pheasants Forever presenting a check to Mayor Poellinger to be used toward the Horsetrack Meadows prairie planting project.

La Crescent Food Shelf



The La Crescent food shelf is open for indoor shopping and is certified as a 'SuperShelf', which carries healthy foods along with a warm and welcoming environment. **Located at 436 South 6th Street. Open: Wednesday 1:00 to 5:00 pm, Thursday 2:00 to 6:00 pm, and the 2nd Saturday monthly 9:00 to noon.**

If you are sick or otherwise unable to come in person for food please call Susan Oddsen, Program Manager: 507-895-1115 or email: lacscentfoodshelf@gmail.com.

3 BENCHMARKING

The City of La Crescent has been participating in the B3 Benchmarking program for over 5 years. During this time

the city has significantly reduced emissions, improved building efficiency per square foot, and lowered energy costs. The city has achieved a reduction of 670,090 CO₂e (equivalent) pounds since adoption of the B3 Benchmarking program. For more information, please visit <http://mn.b3benchmarking.com>



Pay your water bill with Online Pay

The City of La Crescent partners with PSN which is a national payment service that residents can use to pay their water and sewer bill online. Visit our website www.cityoflacscent-mn.gov, menu item 'Pay My Bill.' You can also call 877-885-7968 for assistance.

Pay now, schedule a payment or set up Auto-Pay. Please opt out of paper bills to help save money and be GREEN. An email is sent when your bill is ready. If you choose to use this service we recommend setting your payment date no later than the 10th or 12th of the month.

Cub Scout Project

Eleven Cub Scouts from Pack 98 were busy with their Service project late summer and early fall. The scouts swept, weeded, and painted some of the storm drains around the city to show the importance of keeping storm drains clear of debris that can ultimately end up in our river. They hope to continue the project to include more storm drains within the city.

Thank you to the scouts that participated.



Veterans Park Playground Dedication

On Tuesday, September 28th the Veterans Park playground dedication took place, featuring an all-abilities accessible merry-go-round.

Gift Certificates

Not sure what to get that hard-to-shop-for person in your life? Consider one of the following:

1. La Crescent Pine Creek Golf Course gift certificate
 2. City of La Crescent Gift Certificate, which can be used for the La Crescent Aquatic Center or City of La Crescent summer recreation programs. For more information call the City at 507-895-2595.
-

The City is currently accepting applications for City Boards/Commissions/Committees. If you or someone you know are interested, please visit the City Government link on our website. The application is available on any of the Commission/Committee links. Applications can also be picked up at the front desk of City Hall.

Are you new to La Crescent? View the 'Welcome to La Crescent' guide located on our website under the 'Residents' link or pick up a copy at City Hall, 315 Main Street.

Would you be willing to help the City in our continued effort of going "Green?" Please consider receiving the Fall/Winter issue of the Newsletter via email. Simply send your email address to aboettcher@cityoflacrescent-mn.gov.

City Council

The City Council meets at 5:30 p.m. on the 2nd and 4th Mondays every month in the City Council Chamber. Meetings are open to the public.

Council Members:

Mayor - Mikel Poellinger

Ryan Hutchinson
Cherryl Jostad
Teresa O'Donnell-Ebner
Dale Williams

Council Agenda's, Meeting minutes, and Meeting packets can be found on the City website:

www.cityoflacrescent-mn.gov 'City Government' tab.

La Crescent Newsletter

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**La Crosse County Convention & Visitors Bureau
Virtual Board Meeting
Tuesday, October 19th 2021
8:00 a.m.**

Board of Directors: Dan Wick, President; Billy Bergeron, Vice President; Chris Roderique, Treasurer; Val Erickson, Secretary; Pete Boese, Dave Ring, Pat Stephens, Ryan Johnson, Larry Jensen, Nathan Franklin, Patrick Barlow, Dan Stevens, Scott Neumeister, Troy Sargent, Cherryl Jostad, Michel Gabbud, Stephen Cohen, Jay Patel, Ashley Santolin, Cassandra Hanan, Pamela Maas, Jen Burch & Monica Berra
Ad Hoc: Terry Bauer, Neal Zygarlicke, Art Fahey, Julie Hatlem
Executive Director: A.J. Frels

AGENDA

1. **Call to Order**
2. **Board Minutes**
 - a. September 2021
3. **Financial Committee**
 - a. Minutes – October 2021
 - b. Statements – September 2021
4. **Executive Director's Report**
5. **Committees**
 - a. Membership
 - b. Grants
 - c. Convention/Sales
 - d. Marketing/Media
 - e. Nominating Committee
6. **Old Business**
 - a. DMI Arts in Downtown La Crosse
 - b. Overnight Lodging Program Recap
 - c. Board Retreat (Omni Center October 28th 8 a.m. - noon)
 - d. Wisconsin Department DMO Grant Program Update
7. **New Business**
 - a. LCC Welcome Booth
 - b. 2021 Trolley Recap
 - c. Kwik Trip Tour with WI Sec. of Tourism Anne Sayers (Nov. 3rd, 1:45 p.m. report time)
 - d. Wisconsin Fall Tourism Conference
8. **Event Center Updates**
9. **Community Updates**
10. **Adjournment**
11. **Next LCCVB Virtual Board Meeting is scheduled for Tuesday, November 16th 2021 starting at 8:00 am**



LA CROSSE COUNTY CONVENTION & VISITORS BUREAU

BOARD MEETING

September 21, 2021– 8:00 a.m.

Board Members:

Present: Valerie Erickson, Larry Jensen, Dan Wick, Dave Ring, Patrick Barlow, Jen Burch, Pamela Maas, Pete Boese,

Pat Stephens, Billy Bergeron, Ashley Santolin, Jay Patel, Cassandra Hanan, Dan Stevens, Michel Gabbud, Art Fahey,

Scott Neumeister, Chris Roderique, Cherryll Jostad, Nathan Franklin, Ryan Johnson, Terry Bauer, Troy Sargent

Excused: Stephen Cohen, Monica Berra

Absent: Neal Zygarlicke, Julie Hatlem

Others present:

Executive Director: A.J. Frels

Director of Finance & Human Resources: Michelle Hoch

PROCEEDINGS:

Dan Wick brought the meeting to order at 8:02 a.m.

MOTION: To approve the August 2021 Board minutes. (V. Erickson, J. Patel) Carried.

FINANCE COMMITTEE:

MOTION: To approve the September 2021 minutes & the August 2021 financials. (V. Erickson, L. Jensen) Carried.

EXECUTIVE DIRECTOR REPORT:

-2022 Visitor Guide ad sales are currently at \$57,980. The budgeted income is \$80,000. Julia is working closely with Cody on the graphic design process and continues to upload pictures and editorials.

-The new outdoor adventure prize pack sweepstakes launched September 1st and will run through March 31, 2022. The prize pack includes outdoor gear and fishing kayak and paddle.

-AJ attended the WI Great River Road meeting where they discussed possible grant programs for funding, and the creation of their 2022 visitor's guides, and marketing opportunities. AJ also volunteered to serve on the search committee for a new WIGRR director.

-AJ met with Jay at the La Crosse Center regarding their upcoming event on February 12th, 2022, La Crosse Winter Roots Festival, to offer support in promoting the event.

-The Mobile Visitor Center was most recently at the UWL Eagle Fest, and Holmen Kornfest.

-We are holding the Tackle Warehouse Championship tournament in the area the week of August 16-22, 2021.

-AJ attended the tour of the La Crosse Center with staff, and Senator Tammy Baldwin.

-AJ attended the La Crosse Room Tax Commission on September 1st, unfortunately they did not have a quorum. The commission is looking to meet again either October 4th or 5th.

-AJ attended the North La Crosse Business Association meeting on September 1st. He will also be helping out at the Oktoberfest Pancake Breakfast on October 3rd.

-Thanks to Deb Carlson, we are now at over 400 Explore La Crosse members.

-We are working with Sara Arendt-Beyer to write articles for the opening of the La Crosse Center. The article will be sent, but not limited to, Minnesota MPI, Wisconsin MPI, Midwest Meetings, and Associations North & Small Market Meetings.

-We have hired a Director of Tourism Services. Carey Hegge has accepted the role, and started on September 13th. Carey comes to us after 14 years with Gundersen Health System. A big thank you to Laurie Pfaff for stepping in and helping us out during this transition time.

-We have a new volunteer, who will be helping out at the Wisconsin Welcome Center, Larry Quillin. Some of you may know Larry, as he once served on our board.

-AJ had a one on one meeting with Secretary Anne Sayers to discuss and review happenings in the La Crosse region.

-All sponsorships have been secured for the Fall Tourism Conference. Thank you to those sponsors including Kwik Trip, Great River Road, Weber Group, Madden Media, Circle Wisconsin & Rotary Lights.

COMMITTEE REPORTS:

Membership Committee-The reports were distributed. L. Jensen reported that membership revenue for August came in at \$10,449.50. There were 31 membership renewals, and 7 new members for the month.

Grants- The committee will meet again on November 4th.

Convention/Sales Committee-There was no meeting held to report on at this time.

Marketing/Media-There was no meeting held to report on at this time. The next meeting is scheduled for October.

Nominating Committee-The nominating committee is recommending the following officer positions for 2022; President-Dan Wick, Vice President-Valerie Erickson, Secretary-Dave Ring, Treasurer-Chris Roderique

OLD BUSINESS:

-The Chamber/Synergy group is helping the hospitality industry in addressing the workforce shortage by attending events such as UWL Eagle Fest, to promote available positions.

- The La Crosse County Overnight Lodging Program is set to go. The cards are printed and ready for distribution at the County Association Meeting this weekend, September 26-28, 2021.

-The LCCVB Board Retreat is set for October 28th.

NEW BUSINESS:

- The Wisconsin DMO Grant Program is for eligible DMO's and tourism entities for tourism promotion and tourism development. We will be applying for the grant which is due September 29th.

-La Crescent FAM Tour has been scheduled for October 5th. The tour is open to local lodging & restaurant, and the Explore La Crosse team.

-Excellent conversations are taking place with WIAA & UWL. WIAA is committed to La Crosse, they are just trying to determine the length of contract they would like to move forward with. AJ was able to hold a conversation with UWL, during the discussion, they expressed that they understand the importance of the event and the economic impact it has on the La Crosse region.

- AJ has offered to work with DMI on a few projects including the Street Banner & decorative painting of the Power Boxes in Downtown La Crosse.

Event Centers Update:

-La Crescent Event Center: N/A

-Omni Center: They are very busy with events in the center, and by mid-October the ice will be going in the back arena.

-La Crosse Center: Upcoming events include the Western Tech Education Fair, Wisconsin Counties Association, Oktoberfest Festmasters Ball, and the Fall Tourism Conference. Second Street will be opening soon as the curb and gutter are being completed.

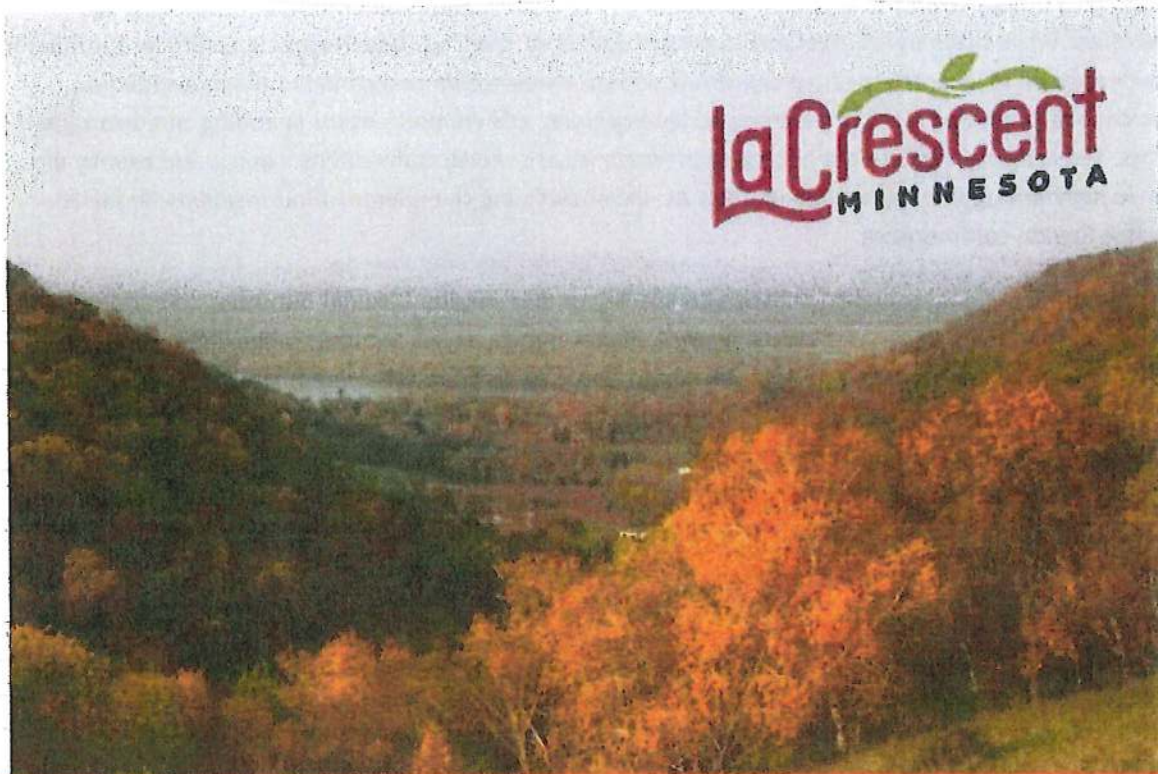
Community Updates:

- Holmen's Sand Lake Road project to be completed in the next couple of weeks, the open lot behind Festival Foods could have possible new developers for that area.
- Onalaska has major project work going with the new roundabout by Coulee Golf Bowl, Clearwater Farms is holding the Taste of Summer, Three Rivers Throwdown at the Omni Center, and the Onalaska Art Keepers holding the Pumpkin and a Pint at Dash Park.
- The Town of Campbell continues to deal with the PFA's.
- La Crescent has a new Executive Director for their Chamber of Commerce, Julie Hatlem. Applefest was held this past weekend. Bids are in for the new bridge over Hwy 61 which will be reviewed soon, with the bridge to be built in 2022.

Next meeting scheduled for October 19, 2021, at 8:00am.

MOTION: Moved to Adjourn 9:00am. (C. Hanan, D. Stevens) Carried.

Respectfully submitted, Michelle Hoch



City of La Crescent, MN

***Impact Review of Explore La Crosse
Marketing & Promotions***

July - September 2021

explore
LA CROSSE
.com

Explore La Crosse strives to advocate on behalf of the municipalities and member businesses we represent while bringing tourism and overnight dollars to the La Crosse Region. Specifically, our mission remains to build awareness of the Upper Mississippi Valley region as a global tourism destination, increase revenue and stimulate economic development, and enhance visitor spending and overnight stays. These efforts require the bureau to promote leisure travel, conventions, sports, and events all while highlighting the region's natural beauty and showcasing the talents of our residents for all La Crosse Region communities.

In promoting regional tourism for the La Crosse Region our mission through our sales staff and multiple marketing and media channels including print, digital, native, social, content, radio, and billboard advertising. With consistent and timely messaging, paired with branded video, photography, and slogans, the bureau has been able to implement comprehensive marketing campaigns to entice local residents and target new and existing/potential visitors. By setting marketing goals and tracking campaign results, Explore La Crosse aims to build our brand, digital presence, and promote positive and safe experiences.

Examples of Marketing Campaigns:

River of Festivals Campaign (2019)

The inaugural "River of Festivals" is a celebration of festivals which resulted in one million-page views for festivals and included the collection of 40,000+ emails for area festivals' future marketing campaigns. The Applefest celebrations are a vital component of the area's tourism, recreation, and hospitality industries. Festivals introduce visitors and give them the opportunity to enjoy the area's renowned natural beauty alongside its wide variety of celebrated attractions, businesses, and services.

Summer Vacation Campaign (June - July, 2020)



The Summer-Cation campaign was designed to be sensitive to the 2020 pandemic and initially target our local residents with a message of "Stay Safe. Stay Comfortable. Stay Here." While the lockdown was just being lifted and travel remained a sensitive subject, Explore La Crosse framed ourselves as a local resource to the municipalities we represent and created potential wanderlust for those dreaming to visit once safe again. The campaign was made of three parts, the "Staycation," "Gramping," and Road Tripping. [Staycations](#) promoted fun, safe, and/or outdoor things to do and places to go in the La Crosse Region. For locals, it provided a bucket list of ways to get active and explore residents' "backyards" and safely create summer memories. [Gramping](#) followed this message by showcasing affordable, age-friendly play in the region.

Fun suited for grandparents to enjoy with grandchildren is prevalent in the La Crosse Region and this was a great way to showcase members to both travelers and residents alike. Finally, we shared [Road Trip Tips](#). This message was very sensitively selected for its launch date and did not encourage readers to travel, but rather provide tips on how to travel safe in the region when travelers are ready. This also accompanied our "[Know Before You Go](#)," campaign.

Other Region-Wide Campaigns

Boats, Bikes, Art & Hikes (2017)

Fall into La Crosse (2016-2017)

Local Stuff Giveaway (2017-2018)

Boatload of La Crosse County Canoe Sweepstakes (2019)

Trek Electric Bike Sweepstakes (2020): 9,349 Contestants and Emails Acquired

Photography Scavenger Hunt (2020)

Fall Photo Sweepstakes (2020)

Fall Foliage Getaway Sweepstakes (2020): 2,205 Contestants & Emails Acquired

Rotary Lights Getaway Sweepstakes (2020): 1,943 Contestants & Emails Acquired

Memories with Those that Matter (12/2020-3/2021)

Taster's Tour (Between the Bluffs Beer, Wine & Cheese Festival Stand-In)

Discover Your Next Adventure Between the Bluffs (3/2021-5/2021)

Father's Day Getaway Sweepstakes (2021): 3,485 Contestants & Emails Acquired

Make New Memories Between the Bluffs (5/2021-7/2021)



Collateral & Creative Examples:

Marketing collateral includes video, text, and imagery and is utilized to encapsulate the La Crosse Region as a whole. The bureau utilizes activity within beautiful locations and avoids naming specific locations within most print ads and videos, but expand on individual activities within each city inside our annual Visitor's Guide and on ExploreLaCrosse.com. This primary leisure travel and tourism draw (festivals and recreation) is used to capture the initial attention of visitors to opt-into various online venues where Explore La Crosse can educate them on the region. Specifically, these various online spaces include [Facebook](#), [Instagram](#), [Twitter](#), our [e-newsletter](#), the [Bluffs Blog](#), collaboration with Discover Wisconsin, La Crosse Region episode airing in 2023, and more!

Print Materials:

The annual [Explore La Crosse Visitor's Guide and Map](#) has 32 La Crescent mentions within article text, stories, photos, and listings. The Guide (90,000 printed) and the 2019 updated La Crosse Regional map featuring La Crescent (40,000 printed) are dispersed throughout Wisconsin's Interstate Highway System and other major four-lane highways with rest areas and visitor centers. Guides and maps are also mailed out by request throughout the United States and Canada, distributed at trade shows throughout the Midwest, and are digitally featured and promoted on [ExploreLaCrosse.com](#) and [Issuu.com](#).



We are looking forward to refreshing the guide for 2022.

Explore La Crosse also partners with many publications to promote the region throughout Minnesota, Iowa, Wisconsin, and Illinois. La Crescent was and will be featured (1/2020-12/2021) in various publications including but not limited to: On Wisconsin, Minnesota Monthly, Ultimate Travel Guide (MN publication), Go Midwest Guide (MN publication), Visit Winona Visitors Guide, Fun in Wisconsin (General Magazine, Bike Guide, and Arts Guide), Live-Play-AAA, BRAVA, and additional Meetings guides.



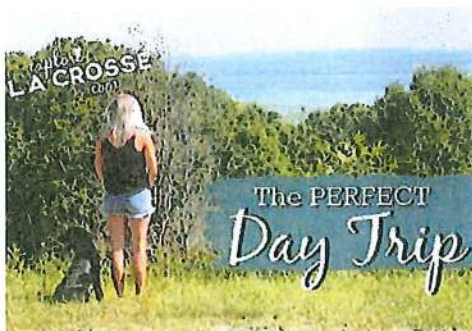
Explore La Crosse Website:

In July of 2020, Explore La Crosse launched a new, refreshed, and functional [website](#)! With the help of a premier Travel Website Developing company, the new website's goals were to be increasingly user-friendly, digitally optimized, easy to operate and navigate and provide plenty of room for growth. Over the last year, the bureau has groomed the website and increasing the depth and breadth of our content to be an optimum resource for both residents and tourists alike. As a valued member, we ask that you continue to monitor your information and let us know of any changes you see fit.

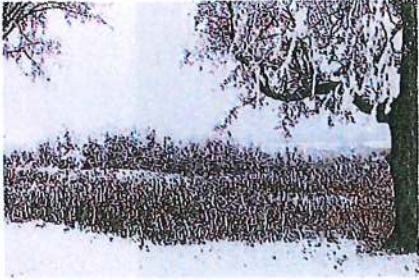


La Crescent has an active presence on ExploreLaCrosse.com which has accumulated 1,220,9128 sessions since becoming Explore La Crosse in January 2019. These sessions included 832,742 new users and contributed to 2,644,118 page views. In 2020 demographics show, 84% of website users/potential visitors are located outside of our membership municipalities!

The word "La Crescent" is referenced throughout the website with 102 pages related to attractions, member businesses, events, and blogs. [The Bluffs Blog](#) features a variety of subjects to promote La Crescent, the entire La Crosse Region, and our members. The most recent campaigns in our blog have goals to promote activities and members that are safe for both residents and visitors while getting them active with our businesses again. Here are some of the recent blogs that feature La Crescent: [The Perfect Day Trip to La Crescent](#), [Summer Outdoor Dining](#) (Timeout Tavern), and [3 Road Trips to Take in 2021](#) (Apple Blossom Scenic Drive).



Brand Photo Shoots and New 2022 Videography:



Explore La Crosse continues to grow "Brand Photography" featuring regional highlights such as Apple Blossom Drive, Wagon Wheel Trail, La Crescent dining, shopping, and other iconic locations and attractions. As La Crescent, MN has since joined the bureau as a featured municipality, Explore La Crosse looks forward to adding more Brand Photos of La Crescent and its attractions for use in promotions, advertising, branding, and more. Thus far, Explore La Crosse did a photoshoot on Apple Blossom Drive, Applefest Parade, Downtown La Crescent as well as orchards to gather content to use on [ExploreLaCrosse.com](https://www.explorelacrosse.com), social platforms, and in other promotions. Additionally, ongoing brand photography will take place year-round. This does not include the on-site photography service provided free of charge to Explore La Crosse members.



Starting in 2019, Explore La Crosse has invested in producing re-vamped, additional brand videos with region-wide b-roll. La Crescent and our La Crescent members will be featured in exciting videos with topics including festivals, dining, outdoor recreation, scenic vistas, family fun, and more. The additional shoots have been scheduled and the videos are anticipated to be finished by the end of 2021. These new videos feature River View Winery, Apple Blossom Scenic Drive, and the La Crescent Event Center,

giving the bureau and our partners a wide range of promotional content to feature our region. Specifically, branded videography is showcased at each of our promotional booths and tables in our municipalities, welcome centers, and certain member businesses.

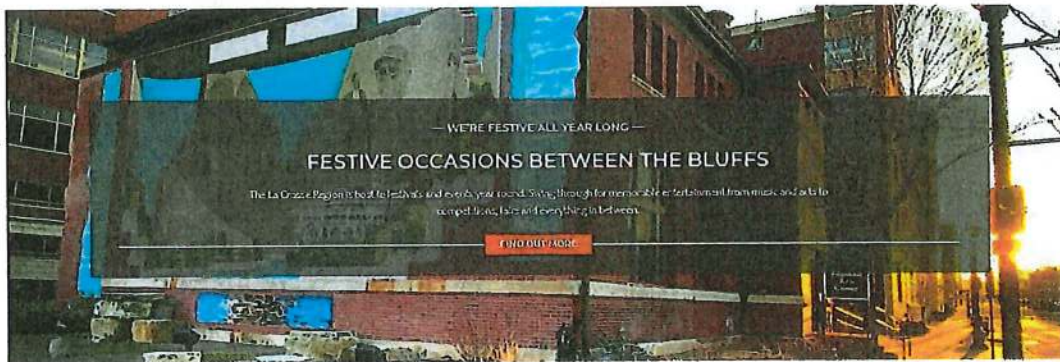
Here is an example of our latest video content with our current videographer who also filmed La Crescent members for our new 2022 Videography: [Winter Fun](#)



E-Newsletter and Events Calendar Promotion:

In 2019, our primary email-campaign consisted of The Next 15 Days newsletter which focused on highlighting events that were posted to our events calendar by our members. This particular newsletter was sent to our entire email-subscriber base of about 54,000 emails. Unfortunately, due to the 2020 pandemic, our Newsletter strategies changed. Rather than focusing primarily on events, the Newsletter became more marketing-oriented with La Crosse Region Content including videos, photography, blogs and articles, quizzes, sweepstakes and contests, the River Cam, Travel Wisconsin campaigns, and more.

Most recently, in August 2021 our "Perfect Day Trip to La Crescent" E-newsletter was sent to 52,967 subscribers and had 684 click interactions. Recent upcoming events that were promoted through our weekly E-Newsletter included La Crescent Applefest, La Crescent Area Event Center's Halloween Bash, Lock and Dam 7 Open House, and the Apple Blossom Bicycle Tour.



However, as sensitivity has reduced and more safety-focused events are being added to [our Upcoming Events calendar](#), we have begun to periodically include events in our e-newsletters again. Parallel to adding more events to our email newsletters would be the rebuilding of our Upcoming Events calendar itself and promoting new events such as our Between the Bluffs Frothbite event- Beer & Bites Festival new to the La Crosse Region on December 11th, 2021. Unfortunately, but understandably as we all have dealt with the pandemic, members have become out of practice with submitting their events, specials, anniversaries, etc., for us to promote on the region and their behalf. The bureau is striving to encourage members to [submit events again](#), whether that includes a happy hour special, a "kids eat for free night," a sale, live music, a live-stream event, an on-site event, an anniversary celebration, an open house, or a regular activity.

Social Media Platforms:

Currently, Explore La Crosse utilizes a variety of social media platforms with the most popular being [Facebook](#) at 24,695 Followers. The bureau shares Special Events, Events from our Website's Event Calendar, URL links to [explorelacrosse.com](#) (Where to Stay, Things to Do, etc.), News articles, blog posts, press releases, and video and photography that highlight our members; 44 posts including La Crescent Promotion.

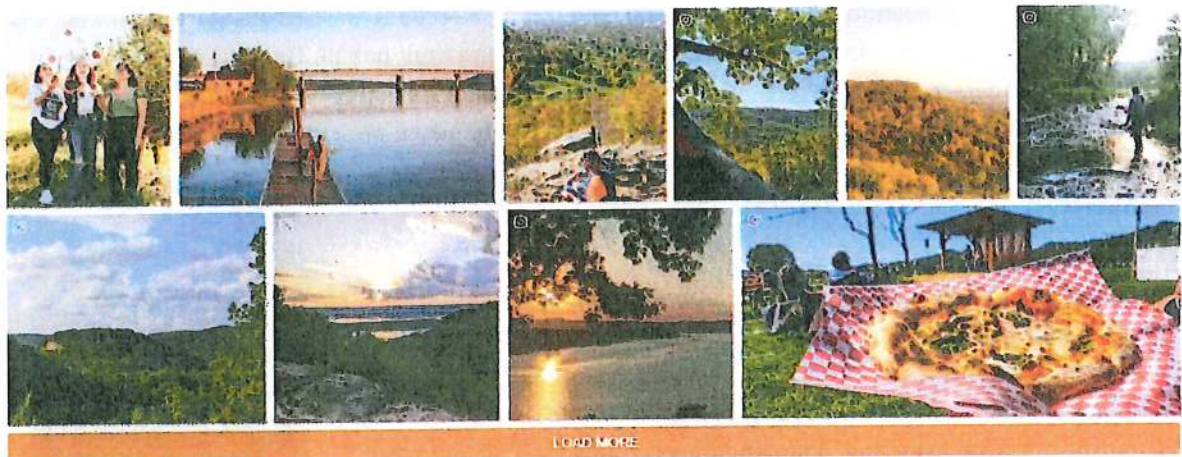


It is in the previously mentioned forms of promotion, from January 1, 2021, through June 21, 2021, the La Crosse Region has received a total social media "Reach" of approximately 216,507 people.

In addition, Explore La Crosse has made significant strides throughout 2020-2021 to increase our account's number of [Instagram Followers](#). The number of followers has increased to 6,766 Followers and has an even higher engagement rate than Facebook – even though all posted content is unpaid and organic! The La Crescent specific Instagram highlight is found on the [@explorelacrosse](#) profile page has 4,200+ views. New to Instagram is the 'Guide' feature specifically made for the purpose of promoting tourism destinations. ["The Perfect Day Trip to La Crescent" guide](#) features Apple Blossom Drive, River View Vineyard, La Crescent scenic views, Schmitt's Timeout Tavern, Kaddy's Kafe, and the La Crescent farmers market. Explore La Crosse uses the Instagram platform to encourage wanderlust for both past and future travelers. Featuring high-quality photography taken by either residents or visitors, each photo tells an enticing story by inspiring others to visit the La Crosse Region when the time is right for them.



Recently, we have increasingly begun to encourage followers to use #explorelacrosse with their posts and, if deemed appropriate, Explore La Crosse will feature their photos on our website, in our social media, and in our print/digital marketing materials. We are also beginning to implement additional hashtags for: #LoveLaCrosse, #LegendaryLaCrosse, #TravelAwaits and #ResponsibleRecreation. Our 2021 CrowdRiff investment, used to help us accumulate user-generated-content (UGC), helps us track all of these La Crosse Region-specific hashtags and more!



Membership:

"Your Membership. Our Mission."

We thank all our members who found a strong, relevant partnership and have continued to support Explore La Crosse. Together we will continue our mission to promote and create our area as a major destination for all things travel. Many additional businesses are seeing the benefits of partnering with Explore La Crosse as we continue to grow together. It is the Explore La Crosse commitment to ensure the benefits and marketing opportunities are available to all members.

La Crescent Members:

- WXOW TV
- River View Vineyard & Winery
- La Crescent Chamber of Commerce
- Ready Bus Line
- Bluff Country Tale Spinners
- Best Western Plus at La Crescent Area Event Center
- 710 Shore Acres Vacation Rental
- TimeOut Tavern
- Thorson Graphics
- Kaddy's Kafe
- Quillin's Foods
- Wieser Brothers General Contractors
- Swing BridgeDan
- Brodigan Edina Realty

Members are Promoted Through:

- Business highlight pages on explorelacrosse.com
- Line listings in the Explore La Crosse Visitor Guide
- Event promotion in the Events Calendar, on social platforms, and in e-newsletters
- Brochure distribution in the La Crosse Visitor Center, I-90 Welcome Center, the mobile tourism trailer, and the Great River Landing
- Placement on the interactive map located online and on touch screens in the I-90 Welcome Center, the La Crosse Visitor Center, and the Great River Landing, Omni Center, Mobile Visitor Center, West Salem Historical Society, and soon to the La Crescent Event Center.
- Social media promotion per request
- Visitor phone support – we get thousands of calls a year and the businesses (and La Crosse as a whole) are on our list to talk about
- [And More >](#) [Additional 2021 Opportunities >](#)

Grants:

Explore La Crosse was pleased to announce the return of our Grant Program! The program was re-launched March 29, 2021. It is very exciting to re-engage with our members, local events and festivals, and to be able to share in their marketing efforts. The announcement of the returning Grant Program energized our region's festival and event planners. The renewed program garnered 17 applications with 16 events eligible to receive funding. An event is eligible when it is open to the public and funds are utilized to market outside a 60-mile radius that encourages overnight stays.

The Explore La Crosse Grant Program has grown each year with an initial budget in 2016 of \$45,000 to a budget in 2019 of \$85,000. We encourage La Crescent event planners to apply as we look forward to continuing this program in 2022 and beyond.

Sports & Events:

Sports and events are integral in the economic impact and growth of the La Crosse Region. The area, such as La Crescent, benefits from directly hosting events as well as from the overflow traffic from events hosted in surrounding communities throughout the area. Explore La Crosse actively seeks out new sports and events to host in the many facilities, parks, and venues that La Crescent and the region have to offer.

- From July 1 - September 30, 2021, La Crosse hosted 10 fishing tournaments on pools 7, 8, and 9 of the Mississippi River resulting in nearly 1,100 anglers and over 3,000 room nights from just the anglers, approximately an additional 3,000 room nights with families, fans, spectators, and event staff. Estimated Economic Impacts from anglers alone during this time is approximately \$575,000
- Major League Fishing TITL Championship featured the top 50 anglers in their pro circuit series competing over 6-days
 - Expo, weigh-ins, kid's fishing derby, and launches saw over 2,000 attendees
 - 6 days of live webcast and 6 2-hour nationally televised broadcasts to be aired
- WIAA State Track & Field Championships hosted the return of this event over 3-days, 1 for each division (1, 2, & 3), each of which saw over 1,000 athletes and over 5,000 attendees

Conventions and Meetings:



Both our Convention Sales and our Group Sales departments actively represent the city of La Crescent in a number of ways. Convention business, no matter where the meetings are held, helps sustain the hotel industry in the La Crosse Region. Group travel impacts the community helping to promote community events, room blocks for special events, and introducing the Region to groups looking to travel into our area. The Group Sales

department assists biking clubs, motorcycle clubs, car clubs, reunions, weddings and military groups in selecting not only hotel rooms but where they spend their money when traveling - dining, tours, shopping, festivals, and more. There is no cost to incoming groups to utilize our services!

- The Minnesota Miata Car Club utilized the Best Western Plus for its 2021 Rally. The rally took place the weekend of September 10-12 and the feedback both the CVB and the Best Western received was extremely positive
- Tom's Christian Tours utilized the Best Western Plus as its host hotel for the group's 2021 Mystery Tour. They also utilized space in the event center as they had members of the Coulee Chordsmen provide evening entertainment one of the nights
- We recently completed a familiarization tour of La Crescent in an effort to obtain more knowledge about the area for both the Explore La Crosse staff and our partner hotel sales staff. We will continue to incorporate La Crescent in future FAM tours when opportunities arise.
- Through Explore La Crosse, La Crescent is organically tied to the newly renovated La Crosse Center (completion date of Dec. 1, 2021), which automatically links you to events such as: MOSES Organic Farming Conference, Assembly of God, FIRST Robotics, as well as concerts and events promoted through Explore La Crosse.

New Events and Estimated Economic Impact for the La Crosse Region (July-September '21)

- 2021: Southwest Tour & Travel | \$12,000
- 2022: WI State Lions State Bowling Tournament | over \$500,000
- 2023: WI State Historical Society | \$192,000

Leads Generated for La Crescent, MN (July-September '21)

- Leads: 14 Leads Generated
- Requested Room Nights: 5,760
- Estimated Economic Impact: \$6,455,180

Leads, Sleeping Rooms & Estimated Economic Impact since La Crescent joined Explore La Crosse

- Leads: 134 leads generated
- Estimated total sleeping rooms requested from leads: 98,219
- Estimated Economic Impact via leads generated: \$62,152,890